



Tender No. IIMC/MBA/2024-25/TMS/001

Date: 23.07.2024

NOTICE INVITING TENDERTender for “**Online access and support service for Time Table Management Software (TMS)**”.Online tenders are invited for procurement of **Online access and support service for Time Table Management Software (TMS)**.**Duration:**Online access to the Time Table Management Software (TMS) at IIM Calcutta, Joka, for three Terms: IV, V & VI, AY 2024-25 for MBA 60th Batch at IIM Calcutta.**Time schedule of tender activities:**

Published date & Tender Document downloading start date	On 23.07.2024 at 16:00 hrs.
Date & Time for submission of Tender Documents	From 23.07.2024 at 16:30 hrs. to 26.07.2024 at 13:00 hrs.
Date & Time of Opening of Technical Bid	On 26.07.2024 at 13:30 hrs.
Date & Time of Opening of Commercial Bid/ Price Bid	After opening of Technical Bid.

Tenderers/ Bidders who are willing to participate in the tender should visit IIMC website <https://www.iimcal.ac.in/tenders> regularly till the end date of submission of tender for any corrigendum/addendum/amendment.

The prescribed tender form should not be changed / modified by the tenderer / bidder under any circumstances. If any tender form is changed / modified in any way, the tender will be rejected completely and the Tenderer/Bidder will be debarred from doing business with IIMC.

Bidder is requested to see the mail communication done to them for submission of the Price bid.

A tenderer / bidder shall submit only one tender and if the same tenderer / bidder submits more than one tender, the tender will be rejected. Even this will be applicable when one or more partner(s)/director(s) are common.**Guidelines for Submission of Tender:**

Tender documents comprising of the following:

Volume –I: Notice Inviting Tender

Volume –II: Price Bid

Guidelines for submission of Earnest Money Deposit (EMD):

- Earnest Money Deposit (EMD) payment mode will be online payment and the EMD Amount is INR 25,000/- . All applicable bank charges shall be borne by the applicant.
- The bank details for online transfer of EMD are given below:

Name of the Bank a/c : Indian Institute of Management Calcutta

Bank a/c number : 10120246705

Name of the Bank : SBI, IIM Calcutta, D.H. Road, Kolkata

- The tenderer / bidder must pay EMD amount for bid security on or before the date and time of submission of the tender and the payment details should be uploaded at that time
- The tender will be accepted officially after proper verification and confirmation of the EMD Amount. Any delay in credit will not be entertained by the Institute.
- EMD amount will be refunded in following circumstances.
 - i] EMD Amount will be refunded to Tenderers/ Bidders except L1 bidder.
 - ii] EMD Amount refund process will start on or before the 30th day after the award of the contract.
 - iii] No interest will be payable by IIMC on the said amount covered under EMD.
- EMD of successful bidder will be kept as Performance Security Deposit and will be released within 30 working days without any interest after successful completion of the Contract.
- The Earnest Money will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his Tender during the validity period or in case he changes his offer to his benefits, which are not acceptable to IIMC.

The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

Terms & Conditions:

- Price: Price must be quoted in rupees in the above format.
- Delivery: Delivery of online access must be done within 3 days from the date of issuance of the Purchase Order.
- Payment: Payment will be made after successful delivery of the service and users' certification of acceptance and satisfactory performance.
- Validity: The rate must be valid for six months from the date of issuance of inviting Quotation.
- Copy of company Incorporation/Regn. Certificate, PAN & GST need to be submitted along with the quotation

Scope of work:

The system should have all the necessary features including but not limited to the following:

Features of Instructor/Professor:

- Instructor/Professor should be able to add/modify/delete preferences for each of the courses (s)he is teaching
- Instructor/Professor should be able to view the timetable across all Programmes on his/her interface (may be a mobile friendly interface)
- Instructor/Professor should be able to login into the system with the credentials
- Instructor/Professor should be able to view the list of courses (s)he is teaching across all Programmes

Features of Students:

- Students should be able to login into the system with the credentials provided by Admin
- Student should be able to view the timetable across all Programmes on his/her interface (may be a mobile friendly interface)
- Students should be able to view the list of course (s)he is part of across all Programmes

The scope should also include but not limited to the following:

- System software to be made accessible via Web for all the users of the Software
- Any issues detected to be resolved without any additional cost in the current scope
- The agency's team to provide training to the new users including staff every year
- The agency will provide technical support during the usage of the system
- The agency will provide user support for queries and clarifications during the usage of the system

The agency will re-deploy the system when there are changes on the server provided by IIM Calcutta

Key Features of Time Table Management Software (TMS)

- Timeslot preferences given by the Faculty
- Student Preferences determined through the Demand Estimation Round conducted in Course Bidding Software (CBS)
- In case Professor preferences are given, the automated timetable generation should consider this input and accordingly should generate the least clashing Timetable.
- Professors can directly access the portal and give preferences
- PGP office can collate the preferences an input it into the system
- Automated Generation of Timetable (single click)
- View Clashes among courses and make necessary adjustments in the Timetable

- TMS should have a “Shuffle Feature” which moves students from one section to the other section of the same course to reduce clashes.
- Programme office should be able to manage Professors Data
- Programme office is able to manage Classroom information
- Programme office should be able to manage Timeslot and Data slot information
- reschedule scenario where a course ME has 60 students
- Students, Professors and TAs are informed through the email about any change in the timetable
- Term Timetable can be generated from the Weekly Timetable
- Should respond to support calls within **2 hours**.
- Should fix all the critical issues within 1 working day.
- Should fix all the non-critical issues within 5 working days.

Setting up Master Data

The admin or Programme office is supposed to do the following with regards to the data upload.

1. Uploads Students, Courses, Classrooms and the output of Demand estimation round
2. Uploads Faculty details and Faculty Timeslot Preferences
3. Uploads Session Plan/Types, Batches and Holidays

Taking Preferences from Instructors / Professors

The Programme office is supposed to send an email to concerned Instructors/Professors asking them to give preference of timeslots on respective courses. Once Professors receive email, they can login into the software platform and submit the preferences with respect to the courses. The platform allows to input Faculty preferences based on the slot formats as required by the institute process

Generation of Weekly Timetable

After receiving preferences from Instructors/Professors and output of demand estimation round, weekly timetable should be generated through the system that contains zero/minimum clashing of students among courses. Weekly Timetable/schedule is considered as a draft timetable for a given week. Term Timetable/schedule is an actual timetable and any changes that are specific to a week should be done in the Term timetable.

Generation of Term Timetable

Term Timetable should be generated from the Weekly Timetable very easily, e.g., with a click of a button. For that purpose, course-classroom mapping may be needed to be input in the system.

Modifications in the Term Timetable

Any changes in the timetable should be done in the Term Timetable. Changes include cancellation of classes, rescheduling of classes, addition of Guest Lectures etc. All these provisions should be made available in the system.

Example (given for your reference): consider a situation where a course having 60 students needs to be rescheduled (for a particular session). Programme office is supposed to find out a timeslot where all the 60 students are available and concerned Instructor/Professor is available. The system should show the timeslots where the Instructor is available and the concerned students who are busy in each of the timeslot(s). This should make the rescheduling work almost an instantaneous job. Students, Professors and TAs should also be informed through the email about any change in the timetable.

Notification of the Final Timetable to the Instructors/Faculty and Students

- a) The system should be able to send the finalized Timetable as notifications/Google calendar.

PRICE/TAXES AND DUTIES

The Bidder should quote in the specific format in BOQ.

CONDITIONS OF TENDER

Note: Terms & Conditions are subject to change prior to the placement of the final Purchase Order.

1) General

- a) The Institute reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender. The Institute reserves the right for distributing the work among several bidders.
- b) All documentation is required to be in English. Corrections/overwriting, if unavoidable, should be signed separately.

- Tender papers must be signed on all the pages by the tenderer.
- c) The Institute reserves the right not to disclose names and rates of successful tenderers / bidders.
 - d) Each page of the tender form, the Instructions to the tenderers / bidders must be stamped and signed by the person authorized by the tenderers / bidders. Full address of the tenderers / bidders must be mentioned on the tender forms, failing which the tender may not be considered.
 - e) The Institute will not be responsible for non-receipt of tender quotations within the specified date and time.
 - f) For any emergency situation, the Successful Bidder will provide solution related to his/her work at no extra cost.
 - g) Before quoting the rates, the agency/firm are advised to visit and inspect the site and working conditions thereof to assess and plan for the successful execution of work.
 - h) Each page of the quotation is to be signed by the tenderer and duly stamped.
 - i) All disputes arising out of this contract shall be referred to the sole arbitration of the Director, IIM Calcutta. The venue of arbitration shall be in Kolkata only.
 - j) IIM Calcutta reserves the right to reject any or all tender(s) without assigning any reason. The decision of IIM Calcutta in this regard shall be final. No enquiries in this regard shall be entertained. Correspondence during tendering process may invite disqualification.
 - k) A tenderer who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is liable for rejection.
- 2) **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
 - 3) **Effective Date of the Contract.** The contract will be in effect from the day of issue of work order.
 - 4) **Arbitration.** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and bidder may agree for arbitration. Director, IIMC will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules thereunder, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.
 - 5) **Penalty for use of Undue influence.** The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Bidder or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Bidder*) or the commission of any offers by the Contactor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.
 - 6) **Liquidated Damages.** In the event of the Bidder failure to submit the stores, supply the stores/goods as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
 - 7) **Termination of Contract.** The BUYER shall have the right to terminate this Contract in part or in full in any of the following cases: -
 - a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than THIRTY (30) days beyond stipulated time.
 - b) The Seller is declared bankrupt or becomes insolvent.
 - c) The delivery of material is delayed due to causes of Force Majeure for more than FORTY-FIVE (45) days after the schedule date of delivery.

- d) The BUYER has noticed that the successful bidder has utilized the services\any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- e) As per decision of the Arbitration Tribunal.
- f) The successful bidder fails to supply the desired standard of item/items even after three written reminders.
- g) If the successful bidder fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.
- h) The successful bidder uses illegal means to influence or bribe the staff dealing with the bidder.
- 8) **Transfer and Sub-letting.** The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 9) **Amendments.** No provision of present Contract shall be changed or Modified in any way (including this provision) either in whole or in part except Present Contract by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present contract.
- 10) **PERFORMANCE SECURITY DEPOSIT (PSD):** The EMD amount for the successful tenderer will be retained as Performance Security Deposit (PSD) for a period of contract plus sixty (60) days. If any amount remains liable to be recovered by IIMC from the tenderer or in the event of termination of contract by IIMC on account of breach of any terms and conditions of the contract by the tenderer, the appropriate amount will be recovered from the PSD. No interest will be paid on PSD amount. It will be released after the defect liability period after thirty days of successful completion of the Contract whichever is later.
- 11) **Taxes and Duties:** -
- a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b) If reimbursement of GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- c) If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result ignoring of such offers summarily.
- d) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- e) Any change in GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the SUPPLIER. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the Customer by the Bidder. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

SPECIAL CONDITIONS OF RFP

- 1) The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **Appendix 'A'** to this RFP.
- 2) **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional 25% (TWENTY-FIVE PERCENT) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.
- 3) **Repeat Order Clause.** The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional 50% (FIFTY PERCENT) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (06) months beyond the completion of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

- 4) **Risk & Expense Clause.** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the BUYER shall after granting the SELLER FIFTEEN (15) days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (b) In case of a material breach that was not remedied within FIFTEEN (15) days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -
- (i) Such default.
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (c) Any excess of the purchase price or value of any stores procured from any other SUPPLIER as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.
- 5) **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to 25% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.
- 6) **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques wherever feasible. The payment will be made as per the following terms, on production of the requisite documents: -
- i) Payment will be made after successful and satisfactory services rendered. Satisfactory services will be given by the MBA Department of IIMC.
 - ii) Upon receipt of the items and producing of all supported documents by the successful bidder, payment will be made by the IIMC. Payments will be made in INR only.
 - iii) It is mandatory for the SUPPLIER/bidder to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/NEFT mechanism instead of payment through cheque by IIMC.
 - iv) Signed copy of Service provider's invoice.
 - v) Signed copy of Commercial invoice/Service provider's invoice.
 - vi) Copy of Supply Order/Contract/Contract with U.O number and date of IFA's concurrence where required delegation of power's.
 - vii) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - viii) Any other document/Certificate that may be provided for in the Supply Order/ Contract.
 - ix) On receipt of final payment, SELLER should furnish a 'NO CLAIM CERT' as per **Appendix 'B'** of this RFP.
- 7) **Advance Payment.** Unless otherwise specially mentioned in this RFP, No Advance payments will be made.
- 8) **Paying Authority.** The process of bills of successful tender will be made by the MBA Department of the IIMC and payment will be made by Accounts Department of IIMC. Bills to be submitted by the bidder within FIFTEEN (15) days of completion of work/supply.
- 9) **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder: -
- a) The price charged for services under the contract by the SELLER shall in no event exceed the lowest prices at which the SELLER sells the services or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
 - b) If at any time, during the said period the SELLER reduces the price, sells or offer to sell such services to any person/organization including the Bidder, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.
- 10) **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its Contractual obligations, if the affected party within SEVEN (07) days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has

caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

- 11) **Inspection Authority.** The Inspection will be carried out by the MBA Department of the IIMC.

**SAO/Advisor-MBA
MBA Programme Office**

TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Technical bid on Company Letter-Head)

Bidder's Name and Complete Address

Tender Document No. _____; Tender Title:

Note to Bidder: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section/Para	Clause/ Sub-Clause/Sub Para			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)
Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]
DA: If any, at the option of the Bidder.

NO CLAIM CERTIFICATE
(On company Letter-head)

Vendor's Name and Complete Address _____
[Address and Contact Details]

Contractor's Reference No. _____ Date.....

To
The Director
Indian Institute of Management Calcutta
DH Road, Joka, Kolkata – 700104

No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees _____ only) as final settlement due to us for the supply of _____ under the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of the bidder or
officer authorized to sign the contract documents.
on behalf of the vendor

(company Seal)

Date:

Place: