

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
NOTICE INVITING TENDER**

“Engagement of Labour Law Consultant Firm at IIM Calcutta”

Tender Enquiry No.: NIT/IIMC/Labour Law/26/22-23

Date: June 10, 2022

E-tenders are invited by Indian Institute of Management Calcutta (IIMC) under two-bid system i.e. Technical Bid and Financial Bid from the experienced Kolkata based Labour Law Consultant Firms dealing with matter relating to Contract Labour and Statutory Compliances etc. on the terms and conditions enumerated in details in tender document. The tender can be downloaded from the website <http://eprocure.gov.in/cppp/app> or www.iimcal.ac.in and bid to be submitted online only through the CPP Portal up to the last date and time of submission of tender.

Brief Details of Tender:

Description	Period Of Contract
Engagement of Labour Law Consultant Firm at IIM Calcutta	Initially for two years from the date of issuance of Work Order which may be extended for one more year subject to satisfactory performance of the Firm & requirement by the Institute.

Time Schedule of tender activities:

SL No.	Particulars	Date	Time
1	Date & Time of online publication of tender	10/06/2022	14:00 Hrs.
2	Bid submission start Date & Time	10/06/2022	17:00 Hrs.
3	Bid Submission close Date & Time	23/06/2022	14:00 Hrs.
4	Closing Date & Time for submission of Tender Fee	23/06/2022	14:00 Hrs.
5	Pre-Bid Meeting	16/06/2022	14:30 Hrs.
6	Opening of Technical Bid	24/06/2022	14:00 Hrs.
7	Opening of Financial Bid	To be intimated in due course of time	
8	Validity of bids	90 days from the date of opening of bids.	

INSTRUCTION TO BIDDER

- a) Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (CPPP) (URL: <https://eprocure.gov.in/eprocure/app>) by clicking the link “**Online Bidder Enrolment**” on the CPP Portal.
- b) Possession of a valid class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token is a prerequisite for registration and participating in the bid submission activities. DSCs can be obtained from the authorized certifying agencies recognized by CCA India. (E.g. Sify/TCS/nCode/eMudra etc.)
- c) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

- e) The bidders are required to log in to the site through the secured log-in by entering their respective user ID/Password and the password of the DSC.
- f) The CPP Portal also has user manuals with detailed guidelines on enrollment and participation in online bidding process. The user manuals can be downloaded for reference.
- g) Any queries related to process of online bid submission or queries related to CPP Portal in general may be directed to the 24 X 7 CPP Portal Helpdesk. The **Toll Free** Contact numbers for the helpdesk are 1800 3070 2232.

ONLINE BID SUBMISSION PROCEDURE

- (i) Help for bidders, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal. [<https://eprocure.gov.in/eprocure/app>]
- (ii) It is mandatory for all the bidders to have a valid Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of IIM CALCUTTA.
- (iii) It is mandatory for the bidders to get their firm /company registered with e-procurement portal <https://eprocure.gov.in/eprocure/app> to have user ID and Password.
- (iv) Tender documents will be available online on website <https://eprocure.gov.in/eprocure/app> which can be downloaded.
- (v) Bidders may download and refer the "Instructions for Online Bid Submission" from (<https://eprocure.gov.in/eprocure/app>).
- (vi) The tender documents shall be submitted online in the prescribed format given on the website and technical bids received online shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid".
- (vii) Bill of Quantities with rates duly filled in is to be submitted in the format provided online in the name of "Price Bid". Hence, physical submission of the documents is limited to submission of original Tender document fee only to be deposited in the form of Demand Draft as per provision given in NIT.
- (viii) Representative of the bidder, who chooses to attend, may attend the online opening of the technical bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the signed letter of authority issued in his name by the bidder on his letter head.
- (ix) Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> ("Server System Clock Time") shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

- (x) The bidders are advised to submit their e-bids well before the e-bid due date. IIM CALCUTTA shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- (xi) The Technical and Price Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line". The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in .pdf file format.
- (xii) Any tender received without original Earnest Money and Tender document fee in the form as specified in NIT shall not be accepted/considered and shall be summarily rejected.
- (xiii) Physical submission of the documents is to be as per the following in one envelop only in the Drop Box at the Office of Senior Administrative Officer (Purchase), Administrative Building, Ground Floor, East Side, IIMC Campus, Joka, Kolkata – 700104.

SCOPE OF WORK:-

- Proactively advise and facilitate implementation of statutory compliances under labour Laws for contract labours engaged in IIMC.
- A suitable qualified and experienced skilled manpower has to be placed on regular basis to take operational charge under the guidance of SAO (HR).
- All back office support for statutory compliances in respect of contract labours.
- Liaisoning with Government Departments on a regular basis for general updation of statutory rules and compliances and the Trade Unions in respect of contract labours.
- Preparation of reports, returns, maintenance of records/ registers as required (for contract labours).
- Checking of the bills of contractors & outsourced agencies on a monthly basis (for contract labours).
- To provide professional advice and guidance as and when required.
- Senior Management of the firm should visit the Institute on regular intervals for checking vendors' bills and supervision of work (for contract labours).
- Monitoring and submission of work progress report on a monthly basis (for contract labours).
- Advise on all future deployment/ engagement of Contractors & their workmen as and when required.
- Monitoring of vendors' statutory compliances under the Contract Labour (Regulation & Abolition) Act, 1970.
- Provide advice on system development, billing process audit and arrangement of awareness programme for all stakeholders etc. in the Institute.

- To handle and resolve any queries raised by CAG/Internal Auditor on issues related to contract labours.
- Other related jobs concerned to the Institute as and when required will be assigned.
- Labour Law Returns – Preparation and Submission of required labour law related returns to the authorities as per due dates – Process of exchange of data to ensure preparation and on time submission after client authorisation to be discussed and agreed.
- Compliance partner will submit NOC to Principal Employer after checking statutory compliance which are submitted by the vendor during Monthly Invoice Processing.
- Advising vendor to maintain flawless compliance.
- Serve as a source to provide professional advice and guidance in point of view of Labour laws as and when required.
- Provide legal advice (Limited to applicable Labour law) to various departments e.g. Engineering Department, Security, Personnel / HR Department, Estate & Maintenance Department and other departments of IIMC related to contract Labour, as & when required.
- Monitoring and submission of work progress report/ Audit report on a monthly basis.
- Provide advisory service for all future deployment/engagement of Contractors and their workmen.
- Facilitate all dealings with the Government department, Contractors and the Trade Unions etc. as required.
- Following Acts are required to be considered for the audit of the vendors along with any other relevant Act:
 - ✓ CLRA Act
 - ✓ Minimum Wages Act
 - ✓ Payment of Wages Act
 - ✓ Maternity Benefit Act
 - ✓ EPF Act
 - ✓ ESIC Act
 - ✓ National & Festival Holidays Act
 - ✓ Payment of Bonus Act
 - ✓ Private Security Guard Act
 - ✓ Employee's Compensation Act
 - ✓ Labour Welfare Fund Act
 - ✓ Shops & Establishments Act
- Compliance partner shall study and analyse the vendors on the following provisions of the Acts along with any other relevant provision:

- ✓ Valid Licenses
 - ✓ Employee count comparison
 - ✓ Minimum Wages rates vs actually paid – Sample basis
 - ✓ Compliances under EPF- Sample basis
 - ✓ Compliances under ESIC - Sample basis
 - ✓ Payment of Overtime
 - ✓ Leave as per regulations
 - ✓ Holidays as per regulations
 - ✓ Maintenance of Registers
 - ✓ Filing of Periodical Returns
 - ✓ Timely Remittances
 - ✓ Maternity Benefit as per regulations
- List of applicable Labour Law
 - ✓ The Minimum Wages Act, 1948
 - ✓ The Payment of Wages Act, 1936
 - ✓ The Equal Remuneration Act, 1976
 - ✓ The Payment of Bonus Act, 1965
 - ✓ The Child Labour (Prohibition & Regulation) Act, 1986
 - ✓ The Contract Labour (Regulation & Abolition) Act, 1970
 - ✓ The Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
 - ✓ The Payment of Gratuity Act, 1972
 - ✓ The Maternity Benefit Act, 1961
 - ✓ The Employees Compensation Act, 1923
 - ✓ Employment Exchanges Act
 - ✓ Industrial dispute Act 1947

And all other applicable Labour laws after mutually agreed on the additional commercials if any from time to time as applicable.

Bidder Eligibility Criteria (Minimum Eligibility criteria for qualifying the Technical Bid):

Sl. No.	Description	Remarks
1	Permanent Account Number (PAN) of Income Tax in the name of the Company or in the name of Proprietor issued by competent authority.	Relevant Valid current document needs to be submitted
2	GST Registration Certificate	
3	Proof of Registered Office/Branch Office at Kolkata	
4	PF Registration Certificate	
5	ESIC Registration Certificate	
6	Trade License	Updated Trade License needs to be submitted
7	IT Return of last 3 consecutive financial years ending 31.03.2021	Relevant Valid document needs to be submitted

8	The firm should have minimum 10 (ten) years of experience in offering advice/consultation related to labour laws – ESIC Act, PF Act, Bonus Act, Minimum Wage Act, governing Contract Labour and matters related to statutory compliances and implementation of the Contract Labours Act, etc.	Relevant Valid document needs to be submitted
9	The bidder must have experience of similar work in any IIMs/IITs/NITs/PSUs/Govt. Organizations/Reputed Private Organizations during the last consecutive 03 (three) financial years ending 31.3.2021. Enclose the copy of at least 03 (three) purchase order or completion certificate/invoices	Relevant document needs to be submitted
10	The Average Annual Financial Turnover of at least Rs.25,00,000/- in the last three consecutive years ending 31.03.2021 duly certified by a Chartered Accountant.	Relevant Valid document needs to be submitted
11	The firm should neither be blacklisted by any Central/State/Autonomous Bodies or Institute/Public Undertaking nor any criminal case should be registered/pending against the firm or its owner /partners anywhere in India.	Self-declaration is required in the letter head as per Annexure - I

Period of Engagement:

1. The period of engagement would be 02(two) years, which may be extended for a period of 01 (one) year, subject to satisfactory performance as well as the Institute's requirement.
2. Though the overall period of contract would be 02(two) years, the contract will be reviewed on a yearly basis, based on review of performance as well as requirement by the Institute.

Instruction to the bidders:

Technical Proposal:

The Technical Proposal shall contain the requirement of the IIMC as along with Annexure–II, III, IV and V.

The Technical Proposal shall be organized and submitted as per the following sequence:

- ✓ Table of Contents (list of documents enclosed).
- ✓ Self-Declaration for neither blacklisted by any Central/State/Autonomous Bodies or Institute/Public Undertaking nor any criminal case registered/pending against the firm or its owner /partners anywhere in India as per **Annexure – I**.
- ✓ Bidder's Information Details as per **Annexure – II**.
- ✓ Compliance certificate for all the terms and conditions as per **Annexure-III**.
- ✓ Manpower Details along with Existing Client to be deployed along with **Annexure IV**.
- ✓ Self-Declaration for Confidentiality Certificate as per **Annexure – V**.
- ✓ All copies of certificates, documentary proofs as required in the Tender Document etc.
- ✓ Financial Bid needs to be submitted only in the prescribed format (BOQ) in CPP Portal.

Table: Technical Bid Evaluation Criteria (Relevant Documents need to be submitted)

Sr. No.	Particulars	Maximum Marks	Scoring Mechanism
1.	Credentials on past experience of three years in similar nature of work in any IIMs/IITs/NITs/PSUs/Govt. Organizations / Reputed Private Organizations.	35	4 or more - 35marks 3 - 25 marks Up to 2 - 15 marks
2.	Number of resources specializing in such work. (List of Qualified Personnel along with BIO-DATA needs to be submitted)	15	More than 20 resources -15 Marks More than 10 and upto 20 resources - 5 marks
3.	Bidders existence in years	30	More than 10 years as on 31.03.2021 - 30 marks 5 years or more and upto 10 years as on 31.03.2021 - 20 marks
4.	Turnover of bidder in each of the last three years FY 2018-19 FY 2019-20 FY 2020-21	20	More than 25 Lacs in each of the three years - 20marks More than 20 Lacs in each of the three years - 15 marks Below 20 Lacs in each of the three years -10 marks
5	Total	100	

Selection Process:

1. Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation. Only those bidders scoring minimum 60 marks out of 100 or above in the technical evaluation will be short-listed for commercial evaluation.
2. The evaluation of the response to this NIT will be done on a 70-30 techno-commercial evaluation method. 70% weightage is to the response to "Technical Bid evaluation criteria" and 30% weightage to the response to "BOQ in CPP Portal". The evaluation will be done on a total score of 100. An illustration of the techno- commercial evaluation methodology has been given below.

$$\text{Final Total score (FTS)} = 0.70 \times T(s) + 0.30 \times F(s)$$

Where:

T(s) = individual technical evaluation score out of 100

F(s) = (LEC/EC) x 100

Acronyms:

- T(s) stands for individual technical evaluation score out of 100.
- F(s) stands for financial score obtained by individual bidder compared to the lowest quoted price.
- EC stands for Individual Quoted Value.
- LEC stands for Lowest Quoted Value amongst the bidders.

The bidder scoring the higher marks based on the criteria given above will be awarded all the assignments given in Scope of work.

General Terms and Conditions

Adherence to Terms and Conditions: The bidders who wish to submit responses to this NIT should note that they should abide by all the terms and conditions contained in the NIT. If the responses contain any extraneous conditions put in by the respondents, such responses maybe disqualified and may not be considered for the selection process.

Confidentiality agreement Other Terms and Conditions

a. IIMC reserves the right to:

- Reject any and all responses received in response to the NIT.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal.
- To clarify any aspect of the proposal with any proposed bidder(s).
- Extend the time for submission of all proposals.
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality).
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to NIT by any bidder, with any other bidder(s) /others, in any form.
- Cancel the NIT/Tender at any stage, without assigning any reason whatsoever.
- Interview the personnel being deployed on the project.

b. **Substitution of Project Team Members-** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the IIMC by providing other staff of same level of qualifications and expertise.

c. **Professionalism and Conflict of interest-** The selected bidder should provide professional, objective and impartial advice at all times and hold the IIMC's interests paramount and should observe the highest standard of ethics while executing the assignment.

The IIMC further requires that selected bidder provide professional, objective and impartial advice and at all times hold the IIMC's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

d. Selected bidder that has a business or family relationship with a member of the IIMC's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the IIMC throughout the selection process and the execution of the Contract. The Selected bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the IIMC, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the selected bidder fails to disclose said situations and if the IIMC comes to know about any such situation at any time, it may lead to the

disqualification of the selected bidder during bidding process or the termination of its contract during execution of the assignment.

- e. **Adherence to Standards:** The selected bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
- f. The IIMC reserves the right to conduct an audit/on-going audit of the consulting services provided by the selected bidder.
- g. The IIMC reserves the right to ascertain information from Other organizations to which the bidders have rendered their services for execution of similar projects.
- h. **EXPENSES** - It may be noted that IIMC will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".
- i. The selected bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the IIMC.
- j. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
- k. The bidder is expected to quote for the prices of the services with the applicable taxes (except GST) as on the date of bid submission. Any upward / downward revision in the tax rates from the date of the bid submission will not be acceptable to the IIMC.
- l. **Terms of Payment** - The payment will be made within 30 working days from the date of receiving of the Invoice on monthly basis.
- m. **Performance Bank Guarantee (PBG):** The selected bidder will have to submit Performance Bank Guarantee for 10% of the total project cost, while submitting the acceptance of order. Performance Bank Guarantee (PBG) obtained from any of the Scheduled Commercial Bank submitted or security deposit made should be valid for a period of 12 (Twelve) months, from the date of acceptance of Purchase Order. The guarantee should also contain a claim period of twelve months from the last date of validity. However it should be as per the IIMC's format enclosed with NIT. The PBG (Performance Bank guarantee) shall be effective and if required to be extended during the currency / extended time of the contract period. The selected bidder shall be liable for extending the validity date and claim period of the Bank guarantee as and when it is due, on account of non- completion of the project.

The IIMC shall invoke the Performance Bank guarantee, if work is not completed as per time schedule and the guarantee is not extended, or if the selected bidder fails to complete the obligations under this contract. The assessment of performance will be at the sole discretions of the IIMC.
- n. **Penalty:** The rate of penalty shall be 1% of the value of the affected service or product per week or part thereof, of delay or non-compliance subject to an upper limit of 10% of value of affected services or product.
- o. **Authorized Signatory-** The selected bidder shall indicate the authorized signatories who can

discuss and correspond with the IIMC, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the selected bidder or a Power of Attorney holder to discuss, sign agreement/ contract with the IIMC. In case a Power of Attorney holder is so authorized, the copy of Power of Attorney should also be submitted. The selected bidder shall furnish proof of signature identification for above purpose as required by the IIMC.

- p. **Applicable Law and Jurisdiction of court-** The Contract with the selected bidder shall be governed in accordance with the Laws of India in force at the time of execution of contract or any subsequent amendment (s) and will be subject to the exclusive jurisdiction of Courts at Calcutta High Court.
- q. **Arbitration:** Any dispute arising with regard to any aspect of this Agreement shall be tried to be settled by mutual discussion, mediation and conciliation. If the dispute remains unresolved beyond 60 days from the date of notice by one party to the other, it shall be referred to Arbitration Tribunal for resolution of the dispute and differences and passing of Award as per the Arbitration & Conciliation Act 1996 and amendments thereof. The language of Arbitration shall be English and the Place of Arbitration shall be Kolkata. The courts of Kolkata have the exclusive jurisdiction on any dispute under this Agreement.
- r. **Cancellation of Contract and Compensation** - The IIMC reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the IIMC on the following circumstances:
- The selected bidder commits a breach of any of the terms and conditions of the bid/ contract.
 - The selected bidder goes into liquidation voluntarily or otherwise.
 - The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the IIMC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the IIMC may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The IIMC reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

- s. **Non-payment of professional fees** - If any of the items/activities as mentioned in the Scope of the Work of NIT and as mentioned in Annexure B are not taken up by the selected service provider during the course of this assignment, the IIMC will not pay the professional fees quoted by the selected bidder in the Price Bid against such activity/item.
- t. **Assignment** - IIMC may reassign the services required to the next bidder (L2) upon occurrence of the following: (i) Selected bidder refuses to perform; (ii) Selected bidder is unable to perform; (iii) termination of the contract with selected bidder for any reason whatsoever; (iv) expiry of

the contract; (v) failure to perform contractual obligation during the currency of the contract.

- u. **Subcontracting / Independent Contractor**- The selected bidder shall not subcontract or permit anyone other than its personnel or related firms / entities to perform any of the work, service or other performance required of the selected bidder under the contract without the prior written consent of the IIMC. Service Provider shall hold the IIMC, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the IIMC through the action of its employees, agents, contractors, subcontractors etc.
- v. **Limitation of Liability**- The aggregate liability of the selected bidder in connection with this Agreement, the consultancy services provided by the selected bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the value paid to the selected bidder in the contract for the specific scope of work document. The Service Providers liability in case of claims against the IIMC resulting from misconduct or gross negligence of the Service Provider, its employees and subcontractors or from infringement Intellectual Property Right or breach of confidentiality obligations shall be unlimited.
- w. **Indemnity**- Selected bidder shall indemnify and hold harmless the IIMC and its personnel from and against any loss, dues, fine, penalty, compensation, cost, damage, liability and expenses (including but not limited to attorney's fees) incurred relating to any claims arising out of or in any way relating to the Services under this contract.
- x. **Force majeure** -For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.
 - i. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-consultants or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the execution of this contract, and avoid or overcome in the carrying out of its obligations hereunder.
 - ii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
 - iii. A party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.
 - iv. A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of

such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

This provision shall survive the termination of this Agreement for any reason.

y. Confidentiality:

- Selected bidder shall not use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of selected Bidder, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The selected bidder may disclose Confidential Information to consultants, professional indemnity insurers, such consultants and professional indemnity insurers shall be bound with similar confidentiality terms and conditions that are not less rigorous than those set out in this document.
- The selected bidder shall take appropriate measures by instruction and similar confidentiality written Contract prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The Service Provider agrees to notify the IIMC immediately if it learns of any use or disclosure of the IIMC's Confidential Information in violation of the terms of this Contract. Further, any breach of non-disclosure obligations by such employees or selected bidder shall be deemed to be a breach of this Contract by the selected bidders and selected bidder shall be accordingly liable therefore and indemnify to the IIMC.
- Provided that the selected bidder may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Service Provider shall, unless prohibited by law or regulation, promptly notify the IIMC of such order and afford the IIMC the opportunity to seek appropriate protective order relating to such disclosure.

(b) - Termination and Exit option

(A) Termination of contract-

The IIMC, by thirty (30) days written notice sent to the Service Provider, may terminate the Contract, in whole or in part for any violation in terms of contract. The notice of termination shall specify that termination is for violation in contractual terms and specify the date upon which such termination becomes effective.

(B) Exit option –

Notwithstanding anything contained in the contract, the IIMC shall be entitled to terminate the agreement with the selected bidder for any violation in terms of contract at any time by giving thirty (30) days prior written notice to the selected bidder.

(c) - Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Service Provider observe the highest standard of ethics during the execution of such contracts in pursuance of this

policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the IIMC and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the IIMC of the benefits of free and open competition.

The IIMC reserves the right to reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The IIMC reserves the right to declare a firm/Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

(d) - Information Ownership

All information transmitted by selected bidder belongs to the IIMC. The selected bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The selected bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to selected bidder. Any information considered sensitive by the IIMC must be protected by the selected bidder from unauthorized disclosure, modification or access. The IIMC's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on IIMC system's which the selected bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The selected bidder shall not publish or disclose in any manner, without the IIMC's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder or existing at any of the IIMC location. The selected bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the IIMCs prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder or existing at any IIMC location.

(e) Compliance with Laws:

1. Compliance with all applicable laws: Selected bidder shall undertake to observe, adhere to, abide by, comply with the IIMC about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the IIMC and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other

statutory obligations arising there from.

2. Compliance in obtaining approvals/permissions/licenses: Selected bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the IIMC and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the IIMC will give notice of any such claim or demand of liability within reasonable time to Service Provider.
3. This indemnification is only a remedy for the IIMC. Selected bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

(f) Violation of terms

The IIMC clarifies that the IIMC shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Service Provider from committing any violation or enforce the performance of the covenants, obligations and representations contained under the NIT/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the IIMC may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

(g) Liquidated Damages

1. If the selected bidder fails to perform the Services within the period(s) specified in the NIT/Agreement, the IIMC shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service. IIMC reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non- performance of the contractual obligation in time schedule/ during currency of the contract.
2. The total amount of Liquidated Damages deducted will be pegged upto 10% of the contract amount.

(h) - Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

For individual areas of work mentioned in the sections above, the IIMC will issue individual statement of work containing the scope, timeline and deliverables to the bidder chosen as part of this NIT process.

IIMC may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

**<On the Firm Letter Head>
CERTIFICATE**

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Authorized Signatory with Seal

Contact No.:

Name:

Designation:

Bidder's Information
<On the Firm Letter Head>

Sr. No	Particulars	Details to be furnished by the Bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the IIMC	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of Description of business and business background Service Profile & client profile	
9	Gross revenue of the bidder FY 2018-19 FY 2019-20 FY 2020-21	
10	Net Profit of the bidder FY 2018-19 FY 2019-20 FY 2020-21	
11	Details of the similar assignments by the bidder during the previous three Financial years in India FY 2018-19 FY 2019-20 FY 2020-21 (Name of the IIMC and documentary proofs from the IIMC are to be furnished)	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the NIT.
2. We hereby unconditionally accept that IIMC can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the NIT, in short listing of bidders.
3. All the details mentioned by us are true and correct and if IIMC observes any misrepresentation of facts on any matter at any stage, IIMC has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to NIT.
5. We confirm that we have noted the contents of the NIT and have ensured that there is no deviation in filing our response to the NIT and that the IIMC will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal & Signature of the bidder:

**<On the Firm Letter Head>
Compliance Certificate**

To,
The Senior Administrative Officer (Purchase)
Indian Institute of Management Calcutta
Joka, Diamond Harbour Road
Kolkata - 700 104

Date:

Dear Sir,

Ref: -

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the IIMC.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We agree that the IIMC is not bound to accept the lowest or any Bid that the IIMC may receive.
6. We have never been barred/black-listed by any regulatory / statutory authority / IIMC in India or internationally.

Signed Dated

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

<On the Firm Letter Head>

Proposed Team Profile

Sl No	Major Deliverables of the project where team member is proposed to be involved	Name of the team member	Qualifications and certifications	Previous Firms where team member was associated	Duration of team member association with the bidder	No. of years of experience
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Signed Dated

Seal & Signature of the bidder

Phone No.:

**<On the Firm Letter Head>
Confidentiality Declaration**

To,
The Senior Administrative Officer (Purchase)
Indian Institute of Management Calcutta
Joka, Diamond Harbour Road
Kolkata - 700 104

Date:

Dear Sir,

Ref: -

1. We will not disclose or make available to any third party of the IIMC, any confidential, internal or proprietary contents of the knowledge or information of the IIMC or information about its clients maintained on the knowledge or information bases of the IIMC, nor will I grant direct access to such information or information sharing processes unless :
2. The concerned information owner in the IIMC gives them expressed, advanced and written permission as to each and every third party.
3. Each and every employee of the third party enters into a written agreement in the form of this Agreement.
4. Such confidentiality will be maintained by us during the period of our employment /contract with the IIMC as well as after the termination of such employment / contract.
5. We will protect confidential / internal information of the IIMC from loss and unauthorized use and manipulation.

Signed Dated

Seal & Signature of the bidder

Phone No.: