



**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
DIAMOND HARBOUR ROAD
KOLKATA - 700104**

**भारतीय प्रबंध संस्थान कलकत्ता
डायमंड हार्बर रोड, कोलकाता**

TENDER DOCUMENT

REQUEST FOR PROPOSAL

FOR

SELECTION OF VENDOR FOR PROVIDING JOB/ SERVICES TOWARDS GYM. INSTRUCTOR CUM FITNESS TRAINER AT THE GYMNASIUM INSIDE THE IIMC CAMPUS FOR 07 (SEVEN) DAYS A WEEK FOR FOUR HOURS IN THE MORNING (07:00 HRS. TO 11:00 HRS.) AND SIX HOURS IN THE EVENING (16:00 HRS. TO 22:00 HRS.) FOR A PERIOD OF 02 (TWO) YEARS.

**TENDER REFERENCE NO: IIMC/GYM-INSTRUCTOR/I/24-26
DATED: 19 July 2024**

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR PROVIDING JOB/ SERVICES TOWARDS GYM. INSTRUCTOR CUM FITNESS TRAINER AT THE GYMNASIUM INSIDE THE IIMC CAMPUS FOR 07 (SEVEN) DAYS A WEEK FOR FOUR HOURS IN THE MORNING (07:00 HRS. TO 11:00 HRS.) AND SIX HOURS IN THE EVENING (16:00 HRS. TO 22:00 HRS.) FOR A PERIOD OF 02 (TWO) YEARS.

Sir,

1. On behalf of Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"/"BUYER"/ "PROCURING ENTITY"), ONLINE bids are invited from eligible BIDDERS (herein after referred as "BIDDER"/ "VENDOR"/ "SELLER"/ "AGENCY"/ "COMPANY") for "**SELECTION OF VENDOR FOR PROVIDING JOB/ SERVICES TOWARDS GYM. INSTRUCTOR CUM FITNESS TRAINER AT THE GYMNASIUM INSIDE THE IIMC CAMPUS FOR A PERIOD OF 02 (TWO) YEARS**" for Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal – 700 104.

2. Bidders should physically visit the facility to gain first hand undertaking of the Scope of Work (SoW).

3. This RFP is to be submitted for Technical Bid, duly signed and stamped on every page by the BIDDER as token of acceptance of terms and conditions mentioned in the Request for Proposal (RFP).

4. The address and contact numbers for seeking clarification regarding this RFP is as under:-

Senior Administrative Officer (Central Procurement)

Indian Institute of Management Calcutta

Diamond Harbour Road, Joka, Kolkata – 700104

Contact Nos: +91-33-7121 1000 Extn 1060/1063/ 1067 and

+91-33-7121 1060 (Direct), +91-33-7121 1063 (Direct), +91-33-7121 1067 (Direct)

E-Mail ID: sao_purchase@iimcal.ac.in OR ao_purchase@iimcal.ac.in

4. This RFP is divided into six parts as follows:-

(a) **Section I** – Instructions to the Bidder (herein after referred as ITB).

(b) **Section II** – General Conditions of Contract (herein after referred as GCC).

(c) **Section III** – Special Conditions of Contract (herein after referred as SCC).

(d) **Section IV** – Schedule of Requirement/ Scope of Work (herein after referred as SoR/ SoW).

(e) **Section V** – Eligibility Criteria of Bidder.

(f) **Section VI** – Evaluation Criteria of Bid.

5. This RFP contains the following FORMS:-

(a) FORM – 1: Bidders Information.

(b) FORM – 2: Terms and Conditions Compliance Certificate.

(c) FORM – 3: Bank Guarantee Format of Performance Bank Guarantee.

(d) FORM – 4: Format for Bid Security Declaration.

(e) FORM – 5: Performance Statement.

(f) FORM – 6: Price Bid Format.

(g) FORM – 7: Check List for Documents to be Uploaded/ Submitted.

6. **Other than the terms and conditions mentioned in this RFP (Tender Document), the concerned Rules and Provisions of "General Financial Regulations 2017" and "Manual for Procurement of Goods Updated in June 2022 (amended from time to time)" will be in vogue in case of any disputes arise during the period of contract.**

7. Nominal/ merely typographic error may be overlooked or to be dealt as per the discretion of PROCURING ENTITY.

8. Please return this letter along with the complete RFP duly signed as attached.

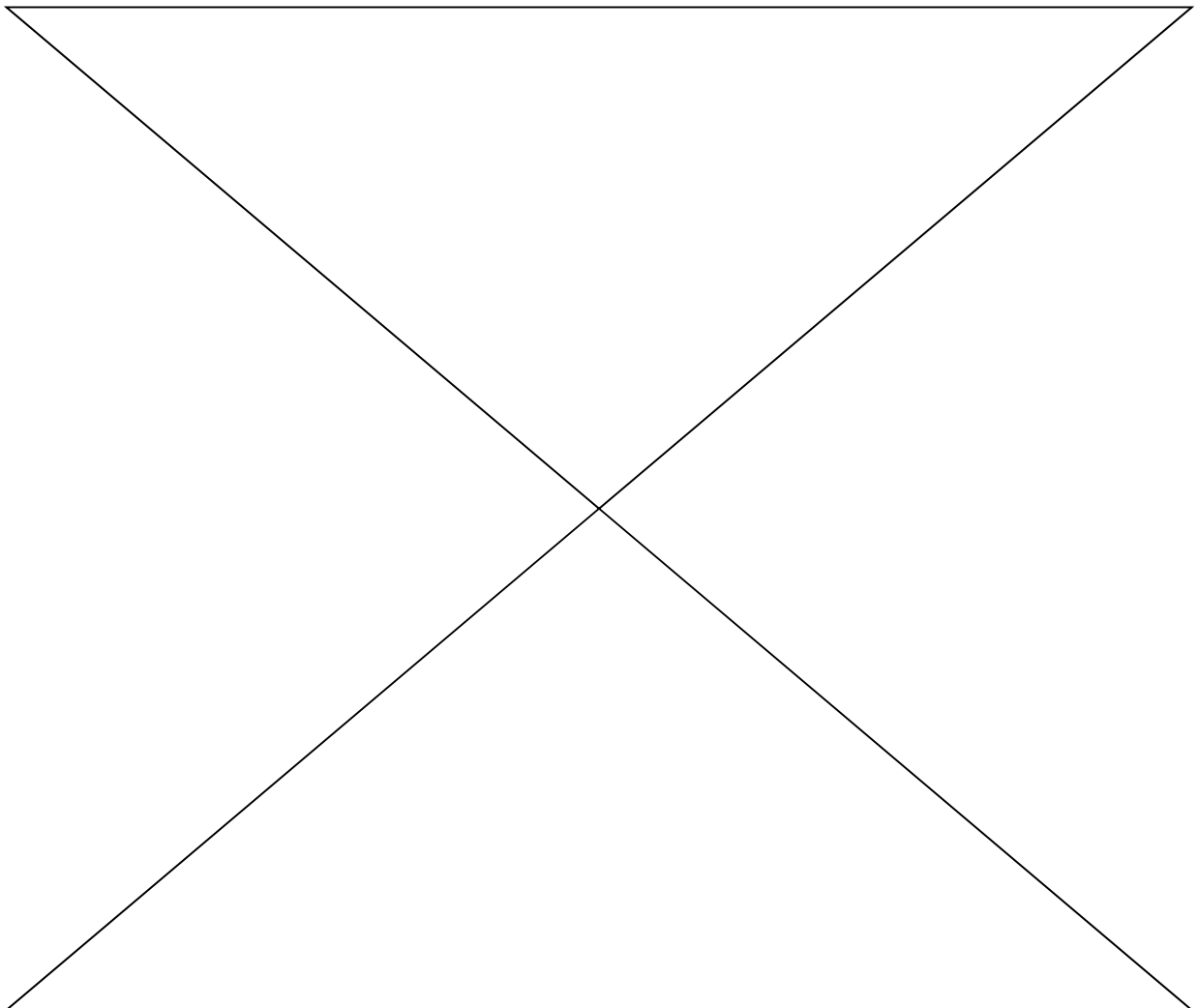
Yours Sincerely,
Sd/-x-x-x-x-x-x-x
(Zulfquar Hasan)
Senior Administrative Officer (Central Procurement)

9. I/ We am/ are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date: 2024

(Signature of Bidder)

Name of Block Capital Letters
(Proprietor/ Partner with Stamp)



SECTION – I

INSTRUCTIONS TO BIDDERS (ITB)

1. **The Tender Document.** The 'Request for Proposal' (hereinafter referred to as 'RFP') details the basic terms and conditions for entering into a contract for "***SELECTION OF VENDOR FOR PROVIDING JOB/ SERVICES TOWARDS GYM. INSTRUCTOR CUM FITNESS TRAINER AT THE GYMNASIUM INSIDE THE IIMC CAMPUS FOR A PERIOD OF 02 (TWO) YEARS***" (herein after referred as "Services") in succeeding Sections. BIDDERS must go through the Tender Document for further details. The terms and conditions and other clauses may be amended or altered before the issuance of final tender document i.e. Request For Proposal (RFP).

2. **Procuring Entity – Rights and Disclaimers.**

(a) **Bids are to be addressed.** RFP is to be addressed to The Director-in-Charge, IIMC through the SAO (Central Procurement) of IIMC. The RFP inviting authority is the designated officer for uploading and clarifying this RFP. The contract may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and paying authority who shall discharge designated function during contract execution.

(b) **Right to Intellectual Property and Confidentiality.** The RFP Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. However, Bidders may share these to prepare and submit its bid with its employees. Bidders shall obtain an undertaking of confidentiality under this clause. This condition shall also apply to bidders who do not submit a RFP after downloading it or who are not awarded a contract in the process. The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:-

- (i) Now or hereafter is or enters the public domain through no fault of Bidder;
- (ii) Is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
- (iii) Otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

(c) **Right to Reject RFP.** The Procuring Entity reserves its right to accept or reject any or all RFP, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

(d) **Disclaimers.** This RFP is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the RFP is to provide the Bidder (s) with information to assist them in participation in this RFP Process. The RFP, ensuing communications and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), ***except GFR-2017 and Manual for Procurement of Goods (Updated in June 2022) (issued by Govt of India, Ministry of Finance, Department of Expenditure and as updated from time to time)***, notwithstanding any mention thereof in the RFP, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings. Information contained in the RFP or subsequently provided to the Bidder(s) is on the terms and conditions set out in the RFP to which that was provided. Similar terms apply to information provided in documentary form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies authorized to do so. The RFP may not purport to contain all the information that Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's

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accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the RFP. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. **Conflict of Interest.** Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this RFP. Bids found to have a conflict of interest shall be rejected as nonresponsive.
4. **Bidding System.** Single Stage Two Envelope System of Bidding has been adopted in which BIDDER should bifurcate their quotations in two envelopes. The first envelope called the Technical Bid, contains the eligibility criteria and technical aspects, (if any), performance aspects as well, commercial terms and conditions and documents sought in this RFP except the price bids financial details. In the second envelope, called the Financial Bid, the price bid along with other financial details are to be submitted. Technical Bid will be opened on the time and date mentioned above. Financial Bid will be opened after opening and evaluation of Technical Bid. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the BUYER.
5. **Availability of the RFP.** The RFP will be published on the Central Public Procurement Portal (CPPP) (www.eprocure.gov.in). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in RFP. Unless otherwise stipulated in this RFP, the downloaded RFP is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading RFP and uploading Bids on the e-Procurement portal may be addressed to *Senior Administrative Officer (Central Procurement) of the IIM Calcutta*.
6. **Downloading the RFP Corrigendum and Clarifications.** The RFP can be downloaded from CPP Portal till the date and time mentioned in NIT/ RFP/ Tender Document. If the office happens to be closed on the deadline for the availability of the RFP the deadline shall not be extended. Before the deadline for submitting RFP/ bids, IIMC may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RFP. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the RFP/ bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted the bid/ RFP in response to the original invitation shall have the opportunity to either withdraw bid/RFP or re-submit the bid/RFP superseding the original RFP/ bid within the extended time of submission.
7. **Documents Comprising the Bid.**
 - (a) **Technical Bid/ Cover/ Bidding.** "Technical Bid/ RFP" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the documents as discussed below in pdf format. Pdf documents should not be password protected. If so, stipulated in NIT and Tender Documents, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *No price details should be given or hinted at in the Technical bid (if so, NEITHER IIMC will be responsible for any leakage of Financial Bid*

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Information NOR any representation at later stage will be entertained). The following documents will be the part of Technical Bid Cover:-

- (i) Bidder's Information as per **FORM 1**.
- (ii) Terms & Conditions Compliance Certificate as per **FORM 2**.
- (iii) Documents relating to Earnest Money Deposit (EMD)/ Bid Security OR Bid Security Declaration as per **FORM 4**.
- (iv) Performance Statement as per **FORM 5**.
- (vi) Complete RFP duly signed and stamped.
- (vii) Qualification Criteria Compliance. Documentary evidence needed to establish the Bidder's qualifications as mentioned in Section V: Eligibility Criteria of Bidder needs to be attached.

(b) **Financial Bid/ Cover.** "Financial bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet at the second stage of bidding and only by the technically qualified bidders i.e. those who have qualified at the Technical Criteria of bidding) considering all the financial details, including Taxes and Duties.

8. **Manner of Submission of Bid.**

(a) The RFP shall be submitted online in the prescribed format given on the websites and technical bids received online (Central Public Procurement Portal) shall be opened as per RFP/ NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers/ RFP except Bill of Quantities (BOQ) are to be submitted in "Technical Bid" i.e. at the first stage of bidding.

(b) Bill of Quantities (BOQ) with rates duly filled in is to be submitted in the format provided online in the name of "Price Bid" at second stage of bidding by the technically qualified bidders i.e. the bidders who have qualified at the first stage of bidding. Hence, physical submission of the documents is limited to submission of original Bid Security/Earnest Money Deposit (EMD). Bid Security/ EMD should be deposited in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.

(c) Any tender received without Original Bid Security/ EMD [except those who are registered with the National Small Industries Corporation (NSIC) or Ministry of Micro, Small & Medium Enterprises (MSME)] and BID SECURITY DECLARATION CERTIFICATE (Attached as **FORM 4** to this RFP and for those Bidders who are registered with NSIC or MSME), will be summarily rejected.

(d) Original Bid Security/ EMD/ Bid Security Declaration Certificate (as applicable) should be deposited in the Tender Box located in IIM Calcutta. Bidder can also send the Bid Security/ EMD/ Bid Security Declaration Certificate (as applicable) through Postal Service addressed to the Senior Administrative Officer (Central Procurement), Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata - 700104, West Bengal. However, BIDDER should ensure that the same shall reach to the office on or before "the Last Date and Time of Submission of Bids". Procuring Entity should not be responsible for any delay/ loss in transit due to any reason and NO representation in this regard will be entertained by Procuring Entity at later stage. Hence, it is the sole responsibility of BIDDER to submit the same as per date and timeline.

(e) Bidders are advised to upload only the relevant document which is/are asked for in this RFP.

9. **Signing and Uploading of Bids.**

(a) **Relationship between Bidder and e-Procurement Portal.** The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the RFP, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

(b) **Signing of Bid.** The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder.

(c) **Submission/ Uploading of RFP.**

(i) No manual RFP shall be made available or accepted for submission (except for originals of Bid Security/ Earnest Money Deposit/ Bid Security Declaration as applicable). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.

(ii) RFP shall be received only *Online* on or before the deadline for the bid submission as notified in NIT/ RFP and Proposal/ presentation shall be presented at IIMC in presence of the RFP Evaluation Committee. A PDF copy of presentation also needs to be uploaded along with the other technical documents by the bidders. The final presentation which needs to be delivered in front of the RFP Evaluation Committee may vary from the presentation provided with the RFP.

(iii) Only one copy of the RFP can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 and as amended from time to time.

(iv) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him failing which the bidder may be disqualified.

(v) As stipulated in the ITB, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).

(vi) Regarding the protected Price Schedule (MS Excel format), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Nil values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."

(vii) The date and time of the deadline for the RFP/ bid submission shall remain unaltered even if the specified date is declared a holiday for the RFP Inviting Officer.

(viii) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

(ix) All RFP uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

(x) The Procuring Entity may extend the deadline for RFP submission by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

(xi) RFP submitted through modalities other than those stipulated in this Tender Document shall be liable to be rejected as nonresponsive.

10. **Modification, Resubmission and Withdrawal of Bids.**

(a) E-Procurement on CPP Portal is a central and automated system of Govt of India, thus neither modification, re-submission and withdrawal of bids are controlled by the Procuring Entity nor Procuring Entity can do such things. Hence, once the RFP is submitted on e-Procurement portal, the Bidder cannot modify or withdrawal his/there bid since it is locked by encryption. Re-submission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed by system. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. Procuring Entity shall not be responsible for any changes/ modification in procedure for online bid submission/ modification/ re-submission and withdrawal of Bids after the Bid publication. Hence, interested/ intended BIDDERS are advised to be more cautious while submitting his/their Bids.

(b) Withdrawal of bids by any bidders during the period between “after the bid submission end date and time till the expiry of bid validity” is not allowed. In case bidder wish to do so, Procuring Entity shall be in full liberty or right to enforce Bid Security Declaration/ forfeiture of Bid Security/ EMD (in full or in part) in addition to other punitive actions for such misdemeanor.

11. **Rejection of Bids.**

(a) Conditional bids will be rejected.

(b) Prices quoted unreasonably HIGH or LOW from LPP (Last Purchase Price)/prevailing market rates / estimated price may be considered for rejection at the discretion of BUYER.

(c) RFP/ Bids without Earnest Money Deposit/ Bid Security/ Bid Security Declaration (as per applicability as per Para 14 below) will be rejected.

12. **Location of the Tender Box.** Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104.

13. **Validity of Bids/RFP.** The RFP should remain valid till **SEVENTY FIVE (75) DAYS** from the last date of submission of the Bids.

14. **Earnest Money Deposit (EMD)/ Bid Security.**

(a) Bidders are required to submit EMD in favour of "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" payable at KOLKATA for an amount of **Rs 21,000/- (RUPEES TWENTY ONE THOUSAND ONLY)** along with their bids in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/ Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.

(b) EMD is to remain valid for a period of SIXTY (60) DAYS beyond the final RFP validity period. EMD of the unsuccessful bidders will be returned to them after expiry of the FINAL BID VALIDITY PERIOD and LATEST BY THE THIRTIETH (30TH) DAY after the award of contract in its original form without any interest. EMD of successful bidder will be returned after submission of Performance Security Deposit, without any interest.

(c) EMD is not required to be submitted by those Bidders who are registered with the Ministry of Micro, Small & Medium Enterprises (MSME) or National Small Industries Corporation (NSIC). However, the Bidders who are registered with MSME or NSIC, such bidders need to furnish the BID SECURITY DECLARATION CERTIFICATE (attached as **FORM 4** to this RFP).

15. **Performance Security Deposit (SD).**

(a) To ensure due performance of the contract, Performance Security Deposit (hereinafter called as SD) is to be deposited by the successful bidder after awarding of the contract in favour of "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" payable at KOLKATA, in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.

(b) SD will be for any amount of **FIVE PERCENT (5%)** of the value of the contract as specified in the bid document and it will be refunded without interest after successful completion of the contract and having no liabilities from the Service Provider or its employees. In case of any complaint, the SD shall be discharged only after adjusting all dues and liabilities. SD should remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any).

(c) In case of any change of constitution of the Service Provider, the rights of IIMC should not suffer. Proforma of Performance Security Deposit is enclosed at **FORM 3** to this RFP.

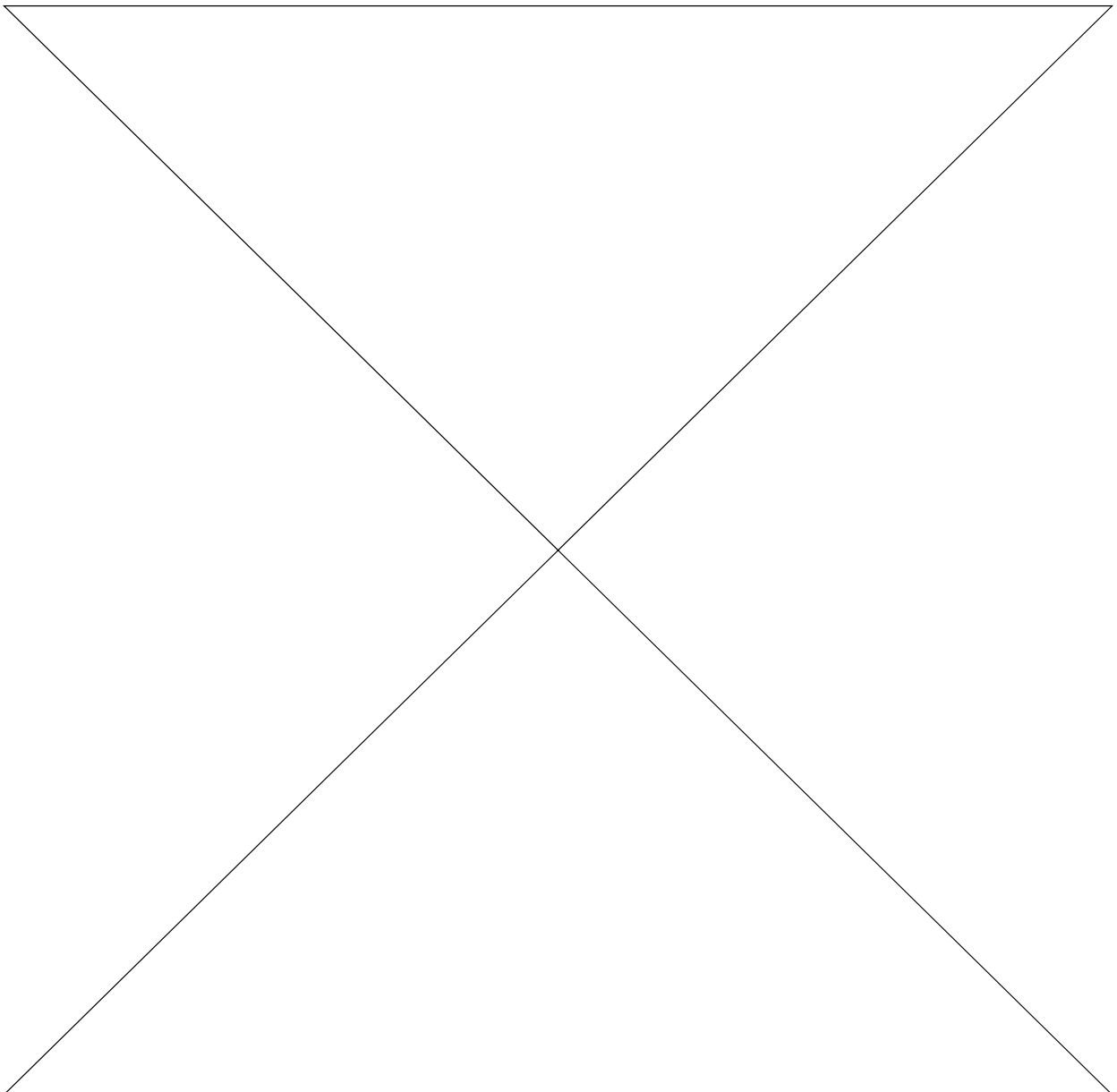
16. **Pre Bid Conference.** Pre-Bid Conference/ Meeting will be held on **30 August 2024 at 1500 hrs** as stipulated in RFP/ NIT, prospective bidders interested in participating in this tender may attend the Pre-RFP Meeting/ Conference to clarify terms and conditions of the RFP/ tenders at the venue, date and time specified therein. Participation in the Pre RFP Meeting/ Conference is restricted to prospective bidders who have downloaded the RFP Document or intended to participate in bidding. The date and time by which the written queries for the Pre-RFP meeting must reach the authority and the last date for registration for participation in the Pre-RFP Conference/ Meeting are also mentioned in the RFP/ NIT. After the Pre RFP Meeting/ Conference, Minutes of the Pre-RFP Conference, if required, shall be published on the CPP Portal within SEVEN (07) WORKING DAYS from the Pre-RFP Meeting/ Conference. If required, a clarification letter and Corrigendum to RFP/ Tender Document shall be issued, containing amendments of various provisions of the RFP Document, which shall form part of the RFP.

17. **Period of Contract/ Engagement.** The period of Contract/ Engagement shall be for a period of TWO (02) YEARS. The Firm shall sign the contract and start providing services within SEVEN (07) WORKING DAYS of issue of Letter of Award/ Intimation OR as per the requirement of IIMC or as specified in the work order.

18. **Important Dates.** Important dates related to this RFP are as under:-

Ser No	Events	Date	Time
(a)	Published on CPP Portal	19 July 2024	1600 Hrs
(b)	Bid Submission Start	19 July 2024	1600 Hrs
(c)	Pre Bid Meeting	30 July 2024	1500 Hrs
(d)	Bid Submission End	08 August 2024	1000 Hrs
(e)	Technical Bid Opening	09 August 2024	1100 Hrs
(f)	Financial Bid Opening	After opening of Technical Bid	

20. The approval or rejection to RFP rests with Competent Authority (CA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Section IV or RFP without cause assigned.



SECTION - II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The Contract.

(a) **Language of Contract.** Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

(b) **The Entire Agreement.** This Contract and its documents constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

(c) **Severability.** If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

(d) **Parties.** The parties to the contract are the contractor and the Procuring Entity.

(e) **Contract Documents and their Precedence.** The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:-

(i) Valid and authorized Amendments issued to the contract.

(ii) The Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it.

(iii) The Letter of Award (LoA).

(iv) Final written submissions made by the contractor during negotiations, if any.

(f) **Modifications/ Amendments, Waivers and Forbearances.**

(i) **Modifications/ Amendments of Contract.**

(aa) If any provisions of the contract needs to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and any modified provisions shall not be applicable unless such modifications are made in writing and agreed to by the Procuring Entity. No changes or modification of the contract Terms except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted by the contractor to the Procuring Entity in writing.

(ab) If the contractor does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment. If the contractor doesn't agree to the suo-moto modifications/ amendments made by the Procuring Entity, the Procuring Entity reserves the right to terminate the contract after giving a notice of 90 days.

(ac) Any verbal or written communications made by the Contractor/ successful Bidder to waive, modify, extend, reduce or supplement the contract or its terms shall be deemed conditional and shall not be binding on the Procuring Entity unless

it is incorporated in a formal document and signed by the Procuring Entity, and unless then the Procuring Entity shall have the right to reject such arrangements.

(ii) **Waivers and Forbearances.** The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract :-

(aa) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.

(ab) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

2. **Governing Laws and Jurisdiction.**

(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement in the absence of LoA) has been issued/executed. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3. **Changes in Laws and Regulations.** Unless otherwise stipulated in the contract, if after the last deadline for the bid submission ,any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall not be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract.

4. **Communications.**

(a) **Communications.**

(i) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

(ii) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

(iii) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated and issued by the Procuring Entity.

(iv) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

(b) **The Person Signing the Communications.** For all purposes of the contract, including arbitration, there under all communications to the other party shall be signed by:-

(i) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies there under and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.

(ii) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

(c) **Address of The Parties for Sending Communications By The Other Party.** For all purposes of the contract, including arbitration, there under the address of parties to which the other party shall address all communications and notices shall be:-

(i) The address of the Contractor is as mentioned in the Contract, unless the Contractor has notified the change of address by a separate communication containing no other information to the procuring entity. The Contractor shall be solely responsible for the consequences of failure to notify the change of address in the manner aforesaid Form-1.

(ii) In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. **Contractor's Obligations and Restrictions on Its Rights.**

(a) **Changes in Constitution/ Financial Stakes/ Responsibilities of a Contract's Business.** The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:-

(i) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

(ii) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies there under.

(iii) If the contract is not terminated as provided in Sub-clause (ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, (as amended time to time) has been sent by him to the Procuring Entity in writing or electronically.

(b) **Obligation to Maintain Eligibility and Qualifications.** The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within SEVEN (07) DAYS of it coming to the Contractor's knowledge. These changes include but not limited to changes declarations made in Eligibility Declaration.

(c) **Change in its Qualification Criteria Submitted in its Bid in Qualification Criteria - Compliance and its Sub-Form(s).**

(i) **Restriction on Potential Conflict of Interests.** Neither the contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:-

(aa) During the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.

(ab) After the termination of this Contract, such other activities as may be stipulated in the contract.

(ii) **Consequences of a Breach of Obligations.** Should the contractor or any of its partners or the Personnel commit a default or breach of any clause mentioned above, the Contractor shall remedy such breaches within Fourteen (14) DAYS, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under. The decision of the Procuring Entity as to any matter or thing concerning or arising out of above mentioned Clauses or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

(d) **Assignment and Sub-Contracting.**

(i) The contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

(ii) If the Contractor sublets or assigns this contract or any part thereof to any other parties or entity or contractor the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under.

(e) **Indemnities for Breach of IPR Rights.**

(i) The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:-

(aa) Any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.

(ab) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the contractor.

(ac) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site.

(ad) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby, other than for the purpose indicated by or to be reasonably inferred from the contract in association or combination with any other equipment, plant, or materials not supplied by the contractor.

(ae) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

(af) If the contractor fails to notify the Procuring Entity within TWENTY-EIGHT (28) DAYS after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

(ag) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

6. **IPR Rights, Confidentiality and Secrecy.**

(a) **IPR Rights.** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) **Confidentiality.** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) **Secrecy.** If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 (amended time to time) or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed there under.

7. **Obligations of the Contractor.**

(a) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other

than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(c) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:-

- (i) The contractor needs to share with the institution(s) participating in the financing of the contract.
- (ii) Now or hereafter is or enters the public domain through no fault of Contractor.
- (iii) Can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity.
- (iv) Otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

8. Performance Bond/ Security.

(a) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, with validity up to SIXTY (60) DAYS (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations, if any.

(b) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 5% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:-

(i) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned in therein (or FAO of the Procuring Organisation, if not mentioned).

(ii) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in **FORM 3** attached to this RFP.

(c) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', debarment etc.

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(d) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion to terminate the Contract for default besides availing any or all contractual remedies provided for breaches/ default, or without terminating the contract.

(i) Recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or otherwise howsoever as per GCC Clause.

(ii) Treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.

(e) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within FOURTEEN (14) DAYS of issue of the amendment.

(f) The Procuring Entity shall be entitled, and it shall be lawful on his part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of: -

(i) Any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Procuring Organization or any part thereof.

(ii) Any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect.

(iii) In either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

(iv) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

(v) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

9. **Permits, Approvals and Licenses.** Whenever the supply of Goods/ Services and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to an export license or environmental clearance etc., if required. If requested by the contractor, the Procuring Entity may make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

10. **Book Examination Clause.** The Procuring Entity reserves the right for 'Book Examination' as follows:-

(a) The contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any IIMC Official duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such IIMC

Official in such manner as may be required. The decision of such IIMC Official on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.

(b) If the authorised IIMC Official so desires (whether before or after prices have been finalised), the Contractor shall facilitate the concerned IIMC Official to visit the Contractor's premises to examine the production processes and to estimate or ascertain the cost of execution of the contract. The authorised IIMC Official shall, mutatis mutandis, have the right to examine all relevant books of the Contractor's sub-contractors or any subsidiary or associated firm or company, if any part of the contract has been assigned to or performed by such entities.

(c) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.

(d) The Contractor or its agency is bound to allow examination of its books within THIRTY (30) DAYS from the date the notice is received by the contractor or its agencies calling for the production of documents under Sub-Clause above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

11. **Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents Loaned to Contractor.**

(a) Unless stipulated in the contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, and Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.

(b) The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.

(c) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workmen or agents.

(d) Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.

(e) The Contractor shall return all such assets in good order or repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity, whose decision shall be final and binding.

12. **Labour Codes and Related Obligations.**

(a) **Independent Contractor.** The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or other associates.

The Contractor, its employees and agents, performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

(b) **Obligations of the Contractor under Labour Codes and Rules.**

(i) In cases where Contract or part(s) thereof is to be performed by the contractor at the premises of the Procuring Entity or Consignee, the contractor shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 (as amended time to time), and Draft Rules made there under, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

(ii) The Contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies there under.

(iii) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.

(iv) The Contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. Notwithstanding the contract's provisions to the contrary, the Contractor shall cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The Contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

(v) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the

Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

(c) **The Obligation of Contractor to Ensure Awareness of Labour Codes.**

(i) The Contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The Contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers.

(ii) The Contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

(iii) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract: -

(aa) Helpline for complaints from labour regarding payment of wages, worksite facilities, sexual harassment etc.

(ab) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of labour codes and the Rules by Contractor.

13. **Terms of Delivery and Delays.**

(a) **Effective Date of Contract.** The effective date of the contract shall be the date on which it has been signed by the IIMC or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within FOURTEEN (14) DAYS of the date signed by the procuring entity or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

(b) **Time is the Essence of the Contract.** The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

(c) **Destination Places.** The destination(s) where the services are to be delivered shall be as stipulated in the contract.

(d) **Terms of Delivery.**

(a) **Delay in the Contractor's Performance.**

(i) If the Agency fails to deliver the services or delays incidental Services within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:-

(aa) Recover from the agency liquidated damages as per clause, OR

(ab) Treat the delay as a breach of contract as per clause and avail all the remedies therein.

(e) **Progressing of Deliveries.** The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Officer as may be nominated by the Procuring Entity to ascertain the progress of the deliveries under the contract. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/ or supply of the Goods in such form as may be required by the Procuring Entity. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Procuring Entity under the contract, nor shall operate as an estoppels against the Procuring Entity merely because he has not taken notice of/ or subjected to test any information contained in such report.

(f) **Inordinate Delays.** Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

(g) **Extension of Delivery Period.** Normally, an extension in Delivery Period will NOT be granted. However, in an exceptional circumstance, on the request of selected Agency, the Delivery Period may be extended by User Department by providing due justification.

14. **Liquidated Damages (LD).**

(a) If the Agency fails to deliver/ provide any OR all of the Services within the date and time frame(s) incorporated in the contract (OR within the date and time mutually agreed by both the parties), the Procuring Entity (IIMC) shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed Liquidated Damages, but not as a penalty, a sum equivalent to the HALF PERCENT (½%) of the price (including elements of GST & Freight) of the delayed/ undelivered Services and/ or incidental Works/ Services for each day of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the TEN PERCENT (10%) of the delayed services' or incidental Works/ Services' contract price(s). Besides LD during such a delay, Denial Clause as mentioned in this RFP shall also apply.

(b) Any failure or delay by any though their employment may have been sanctioned under clause above, shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

15. **Denial Clause.**

(a) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, may be admissible on such of the said Goods, as are delivered after the said date; and Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

(b) Nevertheless, the Procuring Entity may be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

16. **Force Majeure.**

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war,

hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for NINETY (90) DAYS or more at any time, either party shall have the option to terminate the contract on expiry of NINETY (90) DAYS of commencement of such force majeure by giving FOURTEEN (14) DAY'S notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

(b) None of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

17. **Dispute Resolution.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.

18. **Conciliation and Arbitration.** 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. Appointment of a Sole Arbitrator in case the parties agree upon the name of the Arbitrator and if not, each party should appoint one Arbitrator and the third or the Presiding Arbitrator shall be appointed by the two Arbitrators so nominated by the parties. 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 there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.

19. **Penalty for Use of Undue influence.** The Contractor 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 Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offers by the Contractor 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 with forfeiture of the Security Deposit and all or any other contracts with the BIDDER/ SERVICE PROVIDER and recover from the BIDDER/ SERVICE PROVIDER 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 BIDDER/ SERVICE PROVIDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ SERVICE PROVIDER 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 Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, debarment, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

20. **Non-Disclosure of Contract Documents.** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

21. **Termination of Contract.** The contract may be terminated along with the forfeiture of the Security Deposit by serving one month's notice, in case the Service Provider:-

- (a) Assigns or sub contracts any of the service(s).
- (b) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.
- (c) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
- (d) Any violation of instruction (verbal or written) given by IIMC.
- (e) Contractor being declared insolvent by competent court of law.
- (g) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders. The security deposit money shall be absolutely forfeited by IIMC.
- (i) The SERVICE PROVIDER is declared bankrupt or becomes insolvent.
- (j) The BUYER has noticed that the Contactor has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc. The security deposit money shall be absolutely forfeited by IIMC.
- (k) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (l) As per decision of the Arbitration Tribunal.
- (m) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

In the event of premature closure of the contract for the said reasons, the security deposit money shall be forfeited by IIMC.

If the Service Provider desires to exit the contract in normal circumstances, a one months' notice, in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the Service Provider to remove his persons immediately. IIMC shall not indemnify any loss caused by the agency by such termination, whatsoever it may be. During the notice period of the termination of the contract in the situation contemplated above, the Service Provider shall keep on discharging his duties till the expiry of the notice period.

If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement by issuing Termination Notice.

At the end of contract period / termination of the contract, the agency shall hand over the charge to the new Service Provider (appointed by IIMC) without any hindrance.

22. **Defaults, Breaches, Termination and Closure of Contract.**

(a) **Termination due to Breach, Default, and Insolvency.**

(i) **Defaults and Breach of Contract.** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:-

(aa) **Default in Performance and Obligations.** If the contractor fails to deliver any or all of the Goods/ services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

(ab) **Insolvency.** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

(ac) **Liquidation.** If the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

(ii) **Notice for Default.** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving one week notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(iii) **Terminations for Default.**

(aa) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ab) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

(ac) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

(ad) All warranty obligations, if any, shall continue to survive despite the termination.

(iv) **Contractual Remedies for Breaches/Defaults or Termination for Default.** If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

- (aa) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- (ab) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- (ac) Recover liquidated damages and invoke denial clause for delays.
- (ad) Encash and/ or Forfeit performance or other contractual securities.
- (ae) Prefer claims against insurances, if any.
- (af) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per the sub-clause as deliberated below.

(v) **Risk and Cost Procurement**. In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods/ Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within THREE (03) WEEK from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

(vi) **Limitation of Liability**. Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

23. Terms & Conditions for providing various services.

- (a) IIM Calcutta requires job/Services like ENGAGEMENT OF GYM. INSTRUCTOR CUM FITNESS TRAINER AT THE GYMNASIUM INSIDE THE IIMC CAMPUS. Quantum of services required may vary from time to time and as per requirement. IIM Calcutta reserves the right to reduce or increase the services, if considered necessary. The man-power deployed by the agency to provide such services should work as per the working days and timings of the Institute.
- (b) Any discrepancies or disputes arising out on account of non-adherence to statutory & Labour laws and resolution thereof shall be the responsibility of the Service Providers & IIM Calcutta will not be responsible for the same.
- (c) The Service Provider shall not pay to the persons engaged by him less than the minimum wages as per Central Govt. notification and as applicable at IIM Calcutta.
- (d) The Service Provider shall take all steps, necessary or otherwise, to comply with and ensure compliance by its Contractor / Manpower supplier with the various applicable laws / rules / regulations / notifications, including without limitation the provisions of the contract Labour (Regulation & Abolition Act) 1970, the Minimum Wages Act, 1948, the Workmen's Compensation

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Act, 1923 / Group Insurance Policy, the Employees State Insurance Act, 1948, the Employees provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Bonus Act 1965, Payment of Gratuity Act 1972 and all other applicable laws and rules framed there under including obtaining any and all statutory approvals and licenses required from the Central / State Governments, Ministry of Labour in relation to the Manpower.

(e) IIM Calcutta will not be liable to pay any amount other than mentioned in the contract. Any payment under provision of the ESI Act 1948, Workman Compensation Act 1923, and Payment of Gratuity Act 1972, Employee's Provident Fund and Miscellaneous Provisions Act 1952 or any other statutory liability shall be made by the Service Provider and challan/receipt must be enclosed with the monthly bill.

(f) Bill should be submitted by the Service Provider / agency on monthly basis and payment will be made after due verification of the same and recommendation from concerned officer/ authority.

(g) Copies of payment of PF/ESI/Statutory dues should be furnished to the IIM Calcutta on a monthly basis along with a declaration stating that the PF contribution/ESI deduction pertaining to the personnel engaged in IIM Calcutta have been included in the respective challans.

(h) Before submission of the bill, the Service Provider shall ensure that the payment of persons deployed by the agency have been made for the billed period. The agency must ensure the wages to deployed personnel by 7th of each month through Bank to the deployed personnel and proof of credited amount should be produced before the coming month bill.

(j) The deployed personnel by the Service Provider will always keep Identity Card with them for identification and verification while working.

(k) Identity cards to Service Provider's employees/ hands deployed to provide service in the campus under the Job Contract, as required under the law may be provided at his own cost. IIM Calcutta shall not pay any extra charges to the Service Provider against these items.

(l) A formal declaration has to be submitted by the Service Provider /agency that the personnel deployed by the agency are all employees of the Service Provider. IIM Calcutta shall not have any liability/responsibility to absorb the persons engaged by the Service Provider and/or to extend any type of recommendation etc. for obtaining any job in IIM Calcutta or elsewhere.

(m) The details of the persons deployed by the agency/ Service Provider with bio data, attested proof of identity, the latest photographs of all the persons shall be supplied to IIM Calcutta for record.

(n) Any change of manpower deployed by the Service Provider / agency should be intimated in advance. IIM Calcutta shall have the right to replace or stop any job/services without assigning any reason whatsoever and the substitute shall have to be provided by the Service Provider immediately, if required.

(o) Necessary license, permit, consent, sanction etc. as may be required or called for from / by local or any other authority for doing such job shall be obtained by the Service Provider. The Service Provider shall comply at its own cost with all applicable laws, rules and regulation in force from time to time whether of Central or State Govt. or local bodies as applicable to him or this contract without any liability and responsibility to IIM Calcutta, whatsoever it may be.

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- (p) The persons deployed by the Service Provider should not have any negative Police Records/Criminal cases against them. Service Provider will be required to produce antecedents of each hand deployed at IIM Calcutta duly verified by police. The character and antecedents of each personnel of the Service Provider will be verified by the Service Provider before their deployment after investigation by the Local Police & collecting proofs or identity like Driving License, Previous Work Experience, Proof of Residence and recent photograph and a certification to this effect submitted to the Institute. The Service Provider will also ensure that the personnel deployed are free from incurable contagious disease, and medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. The Service Provider should ensure that worker/ hands deployed are not drug addicts and does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
- (q) Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in Kolkata and only courts in Kolkata shall have jurisdiction to determine/decide the same.
- (r) Names of the Proprietor, Directors, consultant and top executives (with address, phone number etc.) should be furnished with the tender.
- (s) The period of contract will be for TWO (02) YEARS from the date of commencement of services/work.
- (t) The agency must have proper mechanism for Intake, verification of candidate's character and antecedents, management and deployment /placement of the skilled manpower.
- (u) Work experience along with work /job orders of the Service Provider for providing manpower during the last five years is to be furnished.
- (v) The Service Provider will provide job/service of the specified standards only (in terms of qualifications and skill requirements) for each area/department of job/service as required by the Institute.
- (w) The persons deputed shall not be below the age of 18 years and above 60 years of age (or as applicable) and should be physically fit & healthy for performing assigned duties.
- (x) Representative of Service Provider shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of IIM Calcutta, they shall work under the directives and guidance of IIM Calcutta.
- (y) The person deployed by the Service Provider should be disciplined and will not participate in any activity prejudicial to the interest of IIM Calcutta. In case any of the person so deployed by the Service Provider does not come up to the mark in terms of general discipline or does not perform her / his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Service Provider on the order of the Institute, shall immediately withdraw such person(s) from the premises of the institute.
- (z) In case of personnel of the Service Provider implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for IIM Calcutta, it shall be the sole responsibility of the Service Provider to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to IIM Calcutta.

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- (aa) In case IIM Calcutta is implicated in any law / suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Service provider, all cost of defending such suit settlement of claims, penalty etc. shall be borne by the Service Provider or recovered from the due amounts payable to the agency and or from the security deposit held by IIM Calcutta.
- (ab) The decision of Competent Authority, IIM Calcutta in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the Service Provider.
- (ac) The Competent Authority, IIM Calcutta shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and the decision of the Competent Authority shall be final and binding.
- (ad) The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding.
- (ae) No accommodation will be provided by IIM Calcutta for the personnel deployed by the agency.
- (af) Any violation of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and de-barring of the Service Provider for future works.
- (ag) Nodal person(s) should be positioned at IIM Calcutta Campus by the Service Provider for the Job Contract with whom the Concerned Dept. of the Institute will take up all pertaining issues. His contact No. & other details should be shared by the Service Provider.
- (ah) At no point of time, the personnel employed by the agency will do any type of gathering, protest, agitation, strike or take part in any procession against the IIMC or any officials of the IIMC or any decisions of IIMC. If any such act reported or seen, then the service provider will be duty bound to dismiss such employee with immediate effect and provide a suitable replacement as per the terms and conditions in vogue.
- (aj) Service Provider will ensure that services as per the contract in vogue must not be hampered or the quality of the service must not be compromised at any point of time. Failing to the same, the relevant clauses of the contract will be invoked.
- (ak) The personnel deployed by the service provider will not be associated or will not be a part of any Union or Political parties and bodies with reference to his/ her profession.

24. **Inspection, Quality Assurance and Receipt.**

The Procuring Entity and/ or its nominated representative(s) shall, without any extra cost to the Procuring Entity, inspect and/ or test the ordered Goods and the incidental Works/ Services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. As soon as a consignment is getting ready, the contractor shall submit a request for inspection to the Inspecting Officer and the Procuring Entity. The Inspecting Officer shall inform the contractor in writing of its programme for such inspection and the officials' identity to be deputed for this purpose. If so stipulated in the contract, the contractor shall, before proceeding with bulk manufacture or delivery of the Goods, submit to the Inspecting Officer for inspection samples of the specified raw-material used in the manufacture and/ or the Goods as stipulated in the contract or by the Inspecting Officer. However, the Contractor shall not be entitled to be shown any consideration or give any extension of time or claim to be exonerated

from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample. Unless otherwise provided for in the contract, if the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in the test shall be deemed to have been taken delivery of by the Purchaser and be paid for as such. Unless otherwise stipulated, in the contract, all costs of tests and inspections (including any special or third-party tests), whether at the contractor's premises, shall be borne by the contractor. However, in case of stipulation for type testing/ proto-type testing of machinery and plant involving special tests, the contract shall indicate the apportionment of test and expended material costs among the parties.

PART III – SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The SCC will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **FORM 2** to this RFP.
2. **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional **TWENTY-FIVE PERCENT (25%)** of the original contracted quantity of goods/ services in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of 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 **FIFTY (50%)** 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. It will be entirely the discretion of the BUYER to exercise the option.
4. **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 **TWENTY FIVE PERCENT (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 BIDDER/ SERVICE PROVIDER. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.
5. **Prices and Payments.**
 - (a) **Charged Prices.** Prices to be charged by the contractor for the supply of Goods/ Services and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.
 - (b) **Controlled Price.** The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
 - (c) **Penalties for Overcharging.** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Procuring Entity to:-

- (i) Annul the award and treat it as a misdemeanor as per the contract and take any or all punitive remedies available there under, or
- (ii) Without annulling the award, take action as per GCC-clause of RFP to recover the overcharged amount.

6. **Fall Clause.** The price charged for the services under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the services or offers to sell service of identical description, to any persons/ organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the services offered after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

7. **Taxes and Duties.** The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the services to the Procuring Entity. Further instruction, if any, shall be as provided in the contract. If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

8. **Payment of GST under the Contract.** The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

- (a) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
- (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.
- (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
- (d) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.
- (e) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:-

The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

- i. However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
- ii. Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
- iii. In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- iv. The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
- v. Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

9. **Terms and Mode of Payment.**

- (f) The payments shall be made in the manner as per Procuring Entity's payment procedures. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. The service provider shall submit the bills on a monthly basis, at office of concerned authority at IIMC for the executed work, complete in all respects. The bills will be submitted in the manner and form that may be prescribed by the user/ concerned authority of IIMC. Payments will be made only by Account Payee Cheque/ DD/ RTGS. The user/ concerned authority will have the right to recover Liquidated Damages for delay or slow progress of the work (if any), Penalty etc. from the bills submitted for payment.
- (g) TDS/ Income Tax and such other tax as applicable from time to time will be deducted from the bill.
- (h) The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bill of the service provider shall be made fully after the user/ concerned authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the service provider on any account.
- (i) The successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

10. **General Condition for Payment.** Payments shall only be made in Indian Rupees. The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein. While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

11. **Advance Payment.** NO Advance payments will be made.

12. **Paying Authority.** The process of bills of successful tender will be made by the IIMC and payment will be made by Accounts Department of IIMC. Bills to be submitted by the vendor within FIFTEEN (15) days of completion of the supply after each month.

Section IV – Schedule of Requirement/ Scope of Work (herein after referred as SoR/ SoW).

Annexure - I

1. List of existing Equipment.

a. Cardio Section

<u>Sl. No.</u>	<u>Description</u>	<u>Quantity</u>
01	Ab Twister Machine	01(One) No.
02	Treadmill	05 (Five) Nos.
03	Rowing Machine	01 (One) No.
04	Cross Trainer	01 (One) No.
05	Exercise Cycles	01 (One) No.
06	Elliptical Trainer	02 (Two) Nos.
07	Stair Climber	01 (One) No.
08	Commercial Spinning Bike	02 (Two) Nos.

b. Strength Building Section

<u>Sl. No.</u>	<u>Description</u>	<u>Quantity</u>
01	Functional Machine	01 (One) No.
02	Leg curl extension	01 (One) No.
03	Leg Press	01 (One) No.
04	Lat pull down	01 (One) No.
05	Pee fly machine	01 (One) No.
06	Smith Machine	01 (One) No.
07	Squat rack	01 (One) No.
08	Preachers Curl	01 (One) No.
09	Seated Row Machine	01 (One) No.
10	Multiple Exercise Machine	01 (One) No.
11	Wrist Curl	01 (One) No.
12	Shoulder Press	01 (One) No.
13	Press Down Handle	01 (One) No.
14	Straight Bar	01 (One) No.
15	Tricep V Bar	01 (One) No.
16	D Handle	01 (One) No.
17	Tricep Rope	01 (One) No.

N.B. The Equipment list may be increased or decreased as per requirement.

2. JOB DESCRIPTION.

I. Brief description of the Gymnasium of the Indian Institute of Management Calcutta:

The Indian Institute of Management Calcutta is having a well-equipped Gymnasium facility including Cardio section, Strength Building section and free hand exercise / yoga facility, which is mostly availed by the students alongwith some of the faculty members, officers and their family members and also by the participants of the various programmes.

The Gymnasium remains operational on an around four hours in the morning (07 00 Hrs to 11 00 Hrs) and six hours in the evening (16 00 Hrs to 22 00 Hrs). from Monday to Sunday. However, in case of enhancing working hours beyond the above mentioned timings either morning or evening, payment for the additional hours will be made on Pro-rata basis. However, NH as being followed by IIMC will be decided on mutually understanding.

II. Nature of works required to be undertaken:

Under the contract, the Service Provider will provide service of Gymnasium Instructor cum Fitness Trainer at the Institute Gymnasium in the Indian Institute of Management Calcutta campus during both the shifts as mentioned above. The Service Provider should ensure that qualified Trainers/Instructors having sufficient experience in this relevant specialized field and having due Certificates issued by the appropriate Authority in this field are only deployed to render the services in the Institute Gymnasium.

The scope of works consist of:

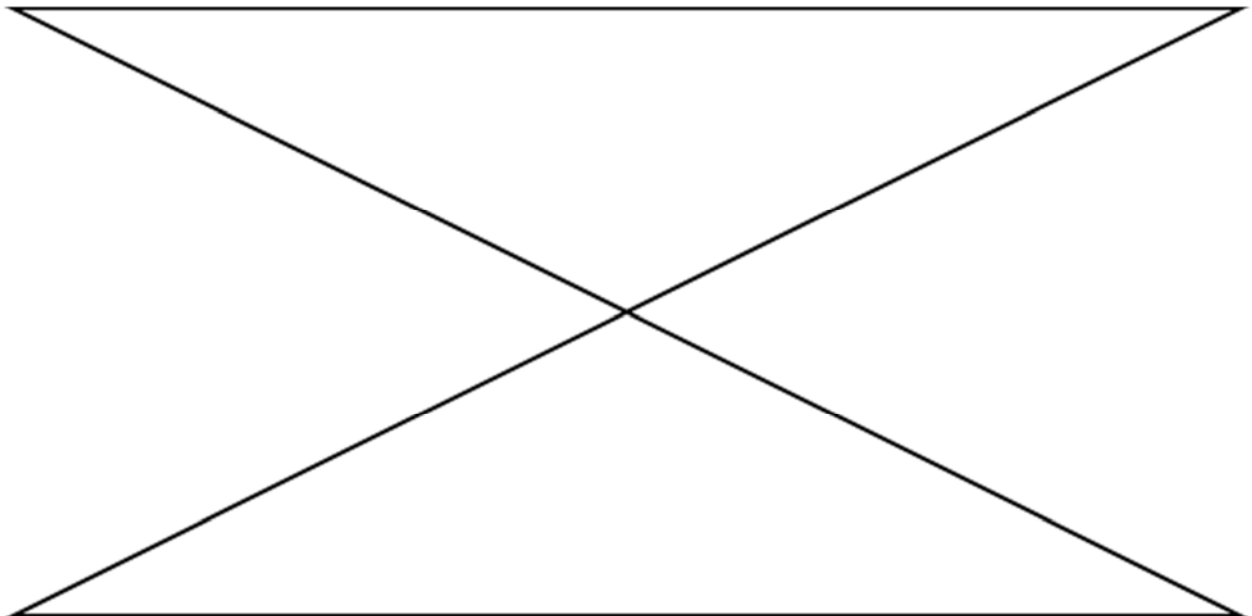
- (a) Will act as a Gym. Instructor cum Fitness Trainer at the Institute Gymnasium during the operational hours.
- (b) Shall ensure all users to follow safety tips.
- (c) Shall give endeavor to provide proper Gym. usage charts as per individual needs.
- (d) Shall provide basic first aid and administer CPR, in case of need.
- (e) Shall look after the proper upkeep of the Gym. equipment and report to proper authority in case of failure of equipment, if any.
- (f) Interact and communicate with the Gym. Users in a way that will support the aspects of health and fitness.
- (g) Advise and ensure all users have a fitness assessment before using the Gym.
- (h) Plan and manage daily activities, which should include but not limited to Gym. training, etc.
- (i) The trainer(s) shall sign in and out in an Attendance Register, being maintained at the Gym.
- (j) Shall also ensure signing of proper documents/register, being maintained at the Gym.
- (k) Ensure all training activities are within approved/recommended standards and guidelines, acceptable for the fitness training profession.
- (l) Other than the above, any others Gym. Trainer related jobs as and when required.

Section V – Eligibility Criteria of Bidder.

1. Bidder should have the following minimum eligibility criteria:-

Ser No	Eligibility Criteria	Document to be Produced as Part of Technical Bid
(a)	Bidder should have an Office/ Branch Office/ Operational Office in Kolkata Suburban Area	Copy of Trade Licence or Municipality Enlistment Certificate
(b)	Should have a valid PAN Card	Copy of PAN card
(c)	Should have a valid GST Number	Copy of GST certificate
(d)	Bidder should have minimum THREE (03) YEARS of experience	Copies of THREE (03) Work Order/ Contract Award along with Work Completion Certificate during the period of last FOUR (04) Financial Year starting from 2020-21 to 2023-24. In case work not yet completed, a certificate regarding successful ongoing project from the Procuring Entity be enclosed. Such certificate should be signed within the date in last one month from the last date of submission of bid.
(e)	Bidder shall have an average turnover of Rs 15 lakh per annum in the last THREE (03) Financial Years with effect from 2020-21 to 2023-24	For this purpose the bidder/ applicant shall submit audited balance sheet for last THREE (03) Financial Years with effect from 2020-21 to 2023-24.
(f)	Bidder should have not been debarred by any State/ Central Government during last THREE (03) Financial Year with effect from 2020-21 to 2022-23	A self-certificate should be attached.
(g)	P.F. Registration No.:	Copy of PF Registration Certificate
(h)	ESIC Registration No.:	Copy of ESIC Registration Certificate
(i)	ISO Certificate (If Any)	Copy of ISO Certificate (If any)

2. Bidders are advised to upload/ attach only relevant and valid documents. Uploading/ attaching unsolicited documents/ certificates may lead to rejection of bid.



Section VI – Evaluation Criteria of Bid.

1. Evaluation Criteria.

(a) Technical Bid will be evaluated first as per eligibility criteria of bidders. Financial Bid in respect of those Bidders will ONLY be opened who will have declared as QUALIFIED in Technical Bid Evaluation.

(b) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. No GST should be included while submission of commercial bids.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the BUYER. The BUYER also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

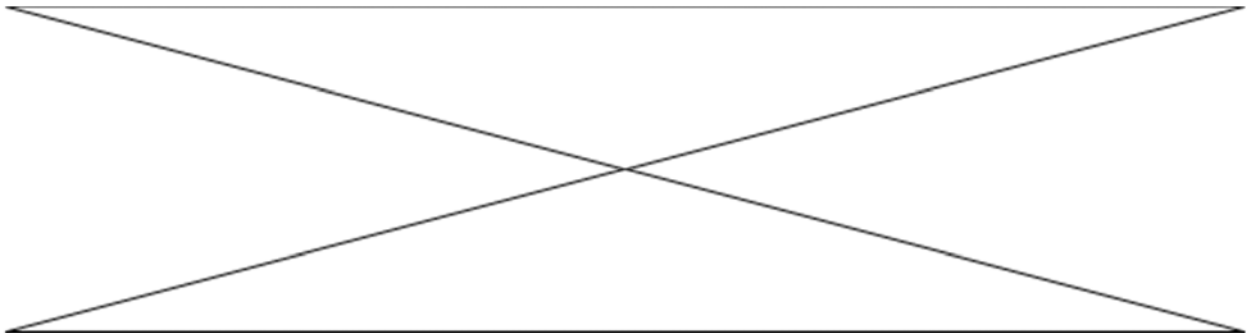
2. **Important Note for Bidders.** Merely securing L-1 position in Bidding Process does not guarantee the award of contract. Apart from L-1 Rate, Procuring Entity reserves the right to evaluate any or all Bids on the basis of Past Performance of bidder. **Past Performance** Statement to be filled up in accordance with **FORM 5** attached to this RFP for last THREE (03) Years. Any false information in this **FORM 5** may lead to rejection of Bid summarily. In case of any false information in this FORM found at later stage during the currency of contract may lead to cancellation of Contract, Forfeiture of Performance Bank Guarantee (in Full or in Part) and Debarment of bidder for THREE (03) years as per the discretion of the Procuring Entity.

3. **Price Bid Format.** Unless otherwise mentioned in this RFP, the Price Bid Format is as per BOQ (Bill of Quantities).

Note 1: Incompletely filled form will be rejected out rightly.

Note 2: Vendors are requested to carry out calculations in commercial bid form carefully. The IIMC reserves the right to amend/correct any wrongly calculated totals.

Note 3: **It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid may be rejected or assumed as inability to supply the said good(s).**



FORM-1

BIDDER'S INFORMATION

SL No.	Particulars	Yes/No	Details
1.	Name of the Service Provider		
2.	Registered Address		
3.	Branch/Head Office Address at Kolkata (if any)		
4.	Name of the Authorized Signatory		
5.	Trade License No		
6.	Shop/Establishment Registration No		
7.	PAN Details		
8.	GST Registration No		
9.	E-mail ID of proprietor in which all communication will be sent		
10.	Name, E-mail ID and Contact number of one point contact person regarding Bid clarification		

Certificate to be Submitted by Bidder. A certificate to be submitted by the bidder on the Letter Head of their Firm/Company as under:-

“This is to certify that _____ is my official mobile number and _____ is my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer”.

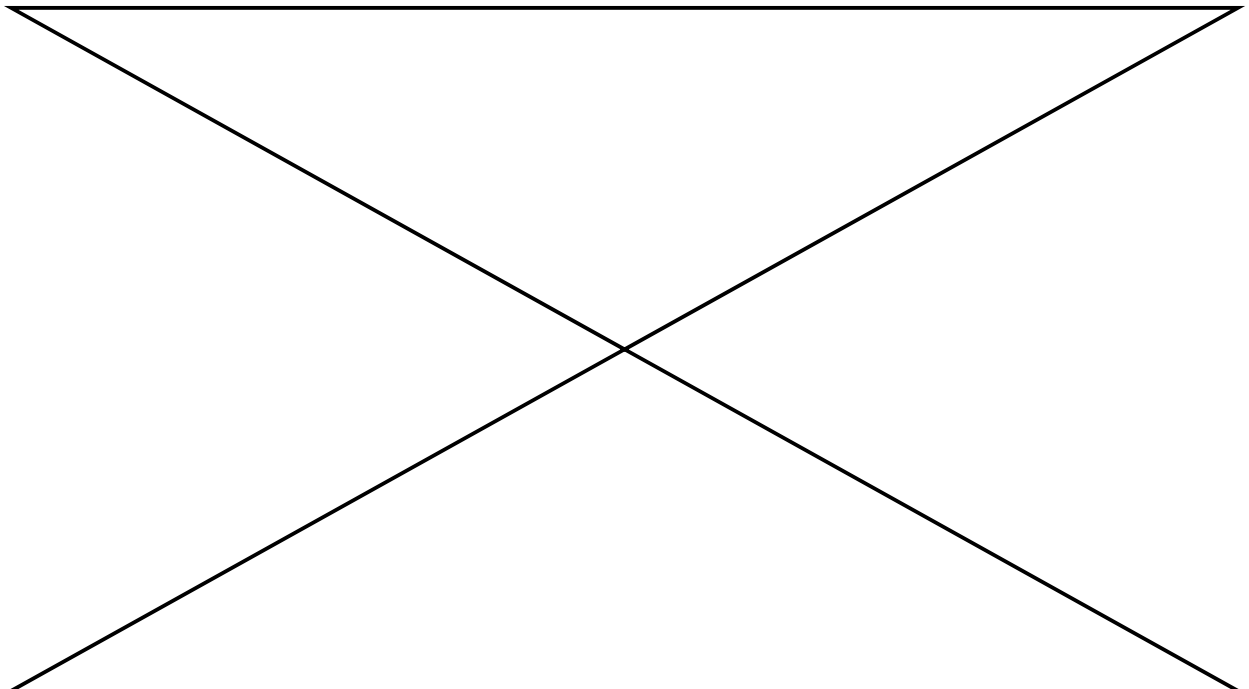
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]



FORM-2

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 Bidders: 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			

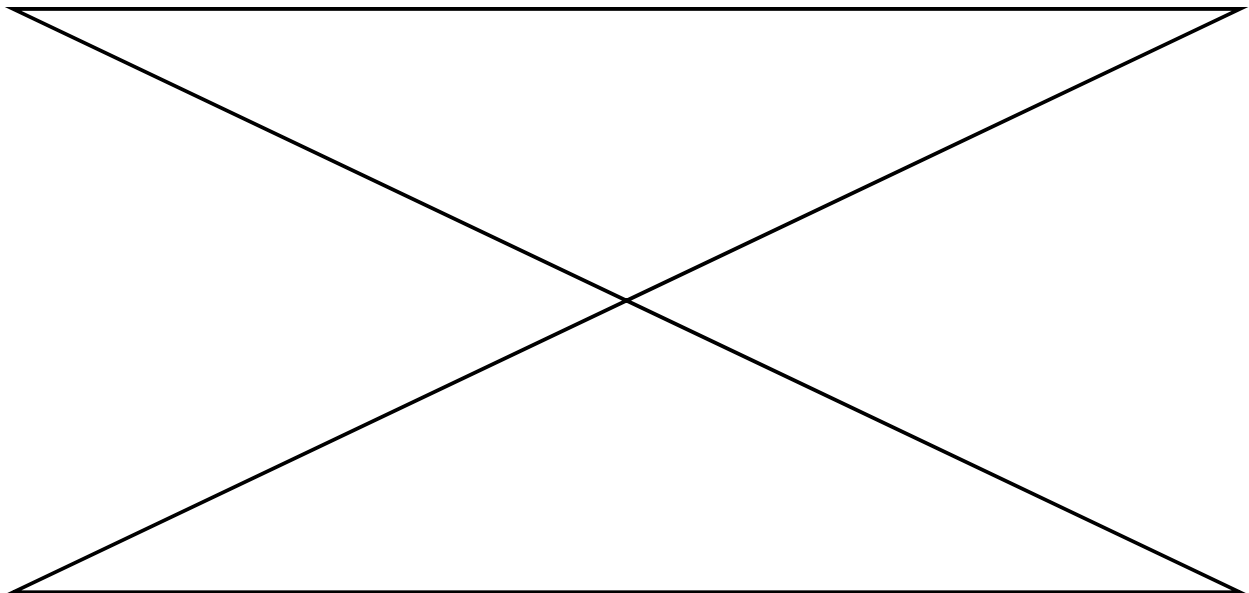
We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document (RFP), except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
 (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.



FORM-3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

To
The Director
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka
Kolkata – 700104, West Bengal

Whereas..... (Name and Address of the Contractor) (Hereinafter called “the contractor”) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

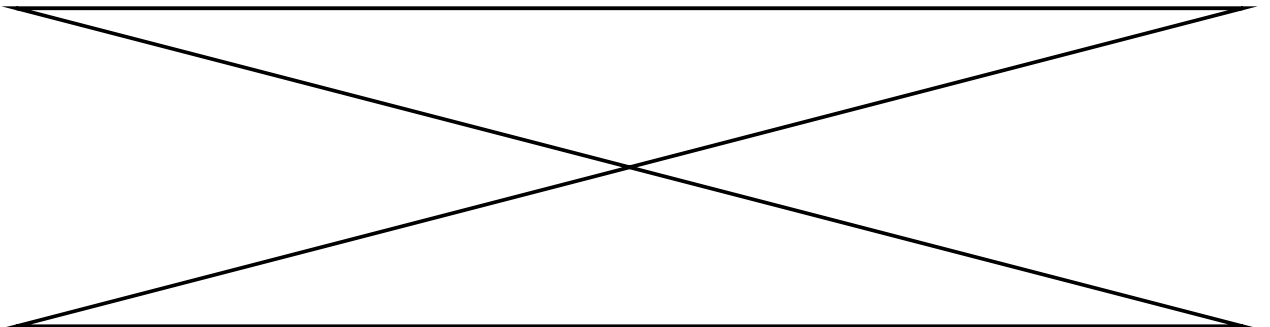
.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.



FORM - 4

BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

To be submitted as part of Technical bid, along with supporting documents, if any. A Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this ON COMPANY LETTER HEAD

Bidder's Name & Address _____

Bidder's Reference No. _____,

Date: _____

To

The Director,

Indian Institute of Management Calcutta Diamond Harbour Road, Joka
Kolkata – 700 104

Reference: Tender Document No. _____

Tender Title: _____

Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:-

(a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.

(b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).

(c) Fail or refuse to sign the contract.

2. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

(a) Receipt by us of your notification.

(b) Of cancellation of the entire tender process or rejection of all bids or

(c) Of the name of the successful bidder or

(d) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and Designation)

Duly authorized to sign bid for and on behalf of.....

[Name & Address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place... [insert place of signing]

FORM 5
PERFORMANCE STATEMENT
STATEMENT OF SUPPLIES DURING LAST FIVE YEARS AND OUTSTANDING CURRENT ORDERS
 (To be submitted as part of Technical bid on Company Letter-head)

Tender Document No. Tender No. _____;

Tender Title: _____;

Bidder's Reference No. _____

Date.....

Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date----

.....
 (Signature with date)

.....
 (Name and designation)

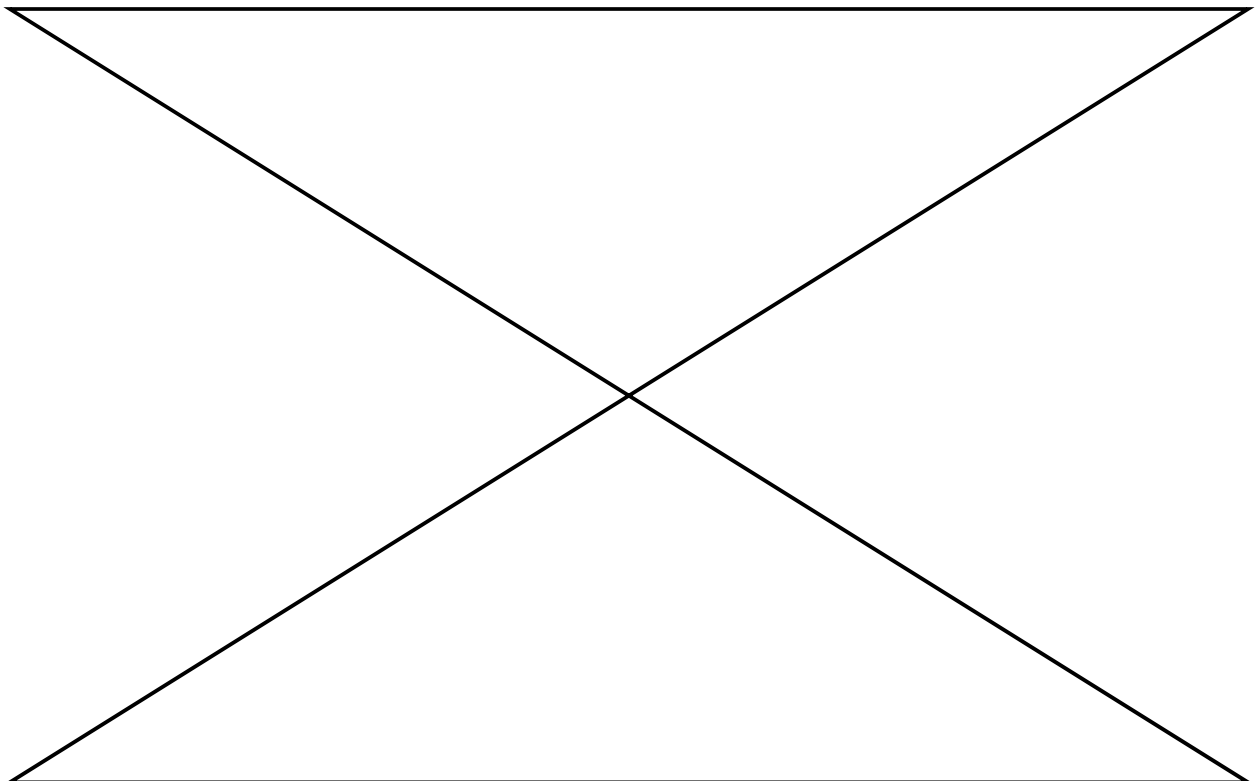
Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

DA: Performance records/ contracts



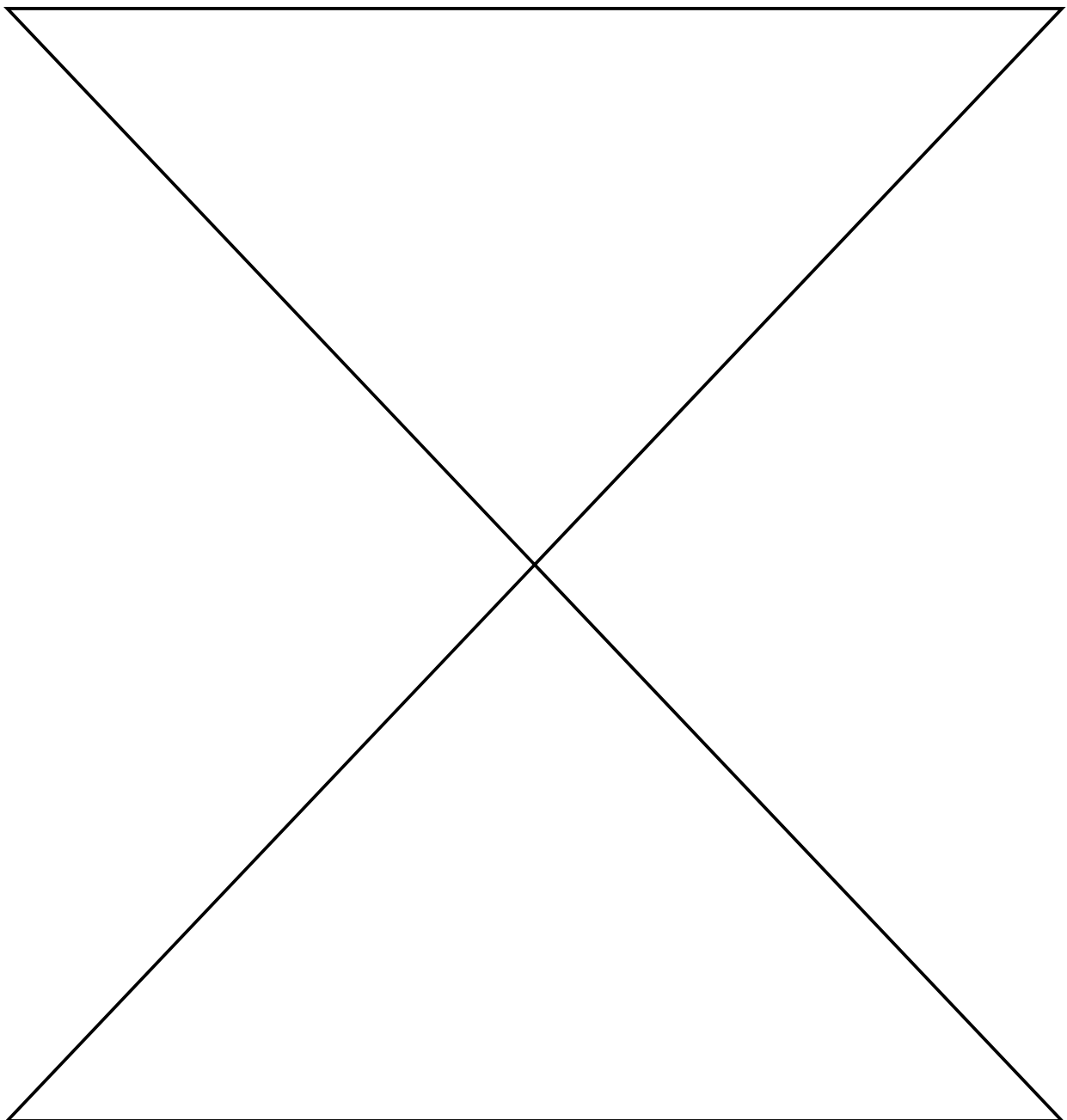
FORM 6

PRICE BID FORMAT

AS PER BOQ UPLOADED IN CPP PORTAL

Note:-

- (a) **LOWEST** bid value among the technically qualified bidder will be selected as **L1 BIDDER**.
- (b) This Price Bid Format is just indicative in nature and Bidder should **NOT** quote their Financial Quote in this Page.
- (c) Bidder should quote their Financial Quote in BOQ in CPP Portal ONLY.
- (d) IIMC will **NOT** be responsible for any type of LEAKING/ disclosure OF FINANCIAL BID.
- (e) Any representation with regards to Evaluation criteria at later stage will **NOT** be entertained.



FORM 7
CHECK LIST: DOCUMENTS TO BE UPLOADED/ ATTACHED

*Bidders are strictly advised NOT to upload/submit any additional documents other than those mentioned in this Check List. Uploading/ submitting additional/ unnecessary documents other than the documents mentioned in this Check List may lead to rejection of bids summarily. No representation in this regard will be entertained at a later stage. In case, an additional supporting documents are required by the Procuring Entity for verification purpose, the same will be 'requested for' from the Bidder. **All the documents should be uploaded in the same sequence as mentioned in the Check List below.** The list of documents are as under:-*

Ser No	Description of Document	Remarks
1.	Address proof of Head Office/ Branch Office/ Operational Office at Kolkata and its Suburban Area	Copy of Trade License or relevant document
2.	PAN	Copy of PAN Card
3.	GST Certificate	Copy of GST Certificate
4.	Bidders Experience	Copies of THREE (03) Work Order/ Contract Award along with Work Completion Certificate during the period of last FOUR (04) Financial Year starting from 2020-21 to 2023-24. In case work not yet completed, a certificate regarding successful ongoing project from the Procuring Entity be enclosed. Such certificate should be signed within the date in last one month from the last date of submission of bid.
5.	Bidders Annual Financial Turnover	Profit and Loss Statement of Bidder for any THREE (03) Financial Year out of last FIVE (05) Financial Years with effect from 2019-20 to 2023-24 duly signed by a Chartered Accountant
6.	Certificate regarding Debarment	A self-certificate should be attached
7.	Bidders Information	As per FORM 1
8.	Terms and Conditions Compliance	As per FORM 2
9.	Bid Security Declaration for those Bidders who are registered with NSIC/ MSME	As per FORM 4
10.	MSME Certificate for those Bidders who are registered with NSIC/ MSME	Copy of NSIC/ MSME Registration Certificate
11.	Bid Security/ Earnest Money Deposit for those Bidders who are not registered with NSIC/MSME	Original Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business
12.	Performance Statement	As per FORM 5
13.	RFP (Request for Proposal)	Copy of this RFP duly signed and stamped on each page
(h)	P.F. Registration No.:	Copy of PF Registration Certificate
(i)	ESIC Registration No.:	Copy of ESIC Registration Certificate
(j)	Minimum 100 manpower on roll as on 31.3.2024	Proof of Salary/ Wage Register for minimum manpower on roll
(k)	ISO Certificate (If Any)	Copy of ISO Certificate (If any)