INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Diamond Harbour Road, Joka, Kolkata - 700104

TENDER DOCUMENT

TENDER REFERENCE NO

IIMC/LAKE-B/134/III/2023-24
DATE : 09 DECEMBER 2022

FOR

CLEANING OF LAKE/ PONDS (SECTOR B) AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
Diamond Harbour Road, Joka,
Kolkata – 700104

TENDER REFERENCE NO : IIMC/LAKE-B/134/III/2023-24
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REQUEST FOR PROPOSAL (RFP) FOR CLEANING OF LAKE/ PONDS (SECTOR B) AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"), ONLINE bids are invited from bidders for *CLEANLING OF LAKE/ PONDS (SECTOR B)* at Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal – 700 104.

2. **Availability of the Tender Document**. The Tender Document 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 tender documents.

3. This RFP is to be submitted for Technical Bid duly signed & stamped on every page by the vendor as token of acceptance of terms and conditions mentioned in the RFP.

4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-

(a) **Bids/queries to be addressed to**. Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta.

(b) **Name/designation of the contact personnel**. Senior Administrative Officer Purchase, Indian Institute of Management Calcutta

(c) **Telephone numbers of the contact personnel**. +91-33-7121 1000 Extn 1070/1061/ 1062 and +91-33-7121 1070, +91-33-7121 1061 and +91-33-7121 1062 (Direct)

(d) **E-mail id**. sao_purchase@iimcal.ac.in

5. This RFP is divided into five parts as follows:

(a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

6. This RFP contains the following FORMS:-

(a) Appendix 'A' – Schedule of Requirement/ Scope of Work.
(b) Appendix 'B' – Bidder's Information.
(c) Appendix 'C' – Terms and Conditions Compliance Certificate.
(d) Appendix 'D' – Bank Guarantee Format of Performance Security.
(e) Appendix 'E' – No Claim Certificate.

(f) Appendix 'F' – Technical Specification and Vendor Eligibility Criteria.
(g) Appendix 'G' – Bid Security Declaration Certificate.
(h) Appendix 'H' – Price Bid Format.

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

8. This RFP is being issued with no financial commitment and the BUYER reserves the right to change or vary any part thereof at any stage. The BUYER also reserves the right to withdraw the RFP AND REJECT ANY TENDER, should it become necessary at any stage.

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

Yours faithfully,
Sd/-x-x-x-x-x-x-x
(Zulfquar Hasan)
Senior Administrative Officer (Purchase)

10. 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 : 2022

_____
Signature of Bidder

_____
Name in BLOCK CAPITAL Letters
(Capacity i.e. Proprietor/ Partner
With Stamp)

PART I – GENERAL INFORMATION

1. **Last Date and Time for Submission of Bids**. ***29 December 2022 at 0930 hours.***

2. **Manner of Submission of Bid**.

(a) The tender documents shall be submitted ONLINE in the prescribed format given on the websites and technical bids received online shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid".

(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". Hence, physical submission of the documents is limited to submission of original Bid Security/Earnest Money Deposit (EMD). Deposit in the form of Demand Draft as per provision given in RFP.

(c) Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ("Server System Clock Time") shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

(d) NO manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information. Physical submission of the documents is to be for submission of Earnest Money Deposit (EMD)/ Bid Security only in the Tender Box kept at the ENTRY POINT OF ADMINISTRATIVE BUILDING OF IIMC, KOLKATA in sealed cover.

3. **Schedule of Bids Opening**.

(a) **Time and date for opening of Technical Bids**. ***30 December 2022 at 1000 hrs.***

(b) **Time and date for opening of Commercial Bids**. **To be intimated in due course of time.**

(*If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER*).

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

5. **Two-Bid System**. Two-Bid system has been adopted and only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the BUYER.

6. **Modification and Withdrawal of Bids**. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for uploading of bids. No bid shall be modified after the expiry of deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

7. **Rejection of Bids**.

(a) Conditional bids will be rejected.

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

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

9. **Earnest Money Deposit (EMD)/ Bid Security**. Bidders are required to submit EMD in favour of the "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" for an amount of ***RS 8,000/- (RUPEES EIGHT THOUSAND ONLY)*** along with their bids in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. EMD is to be remain valid for a period of **FORTY FIVE (45) DAYS** beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them on or before **THIRTIETH (30TH) DAY** after the award of contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of Performance Security. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME). However, the Bidders who are registered with NSIC and MSME, they need to furnish BID SECURITY DECLARATION CERTIFICATE (**as per Appendix 'G'**). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD should be kept separately inside the envelope along with quotation in main envelope. Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.

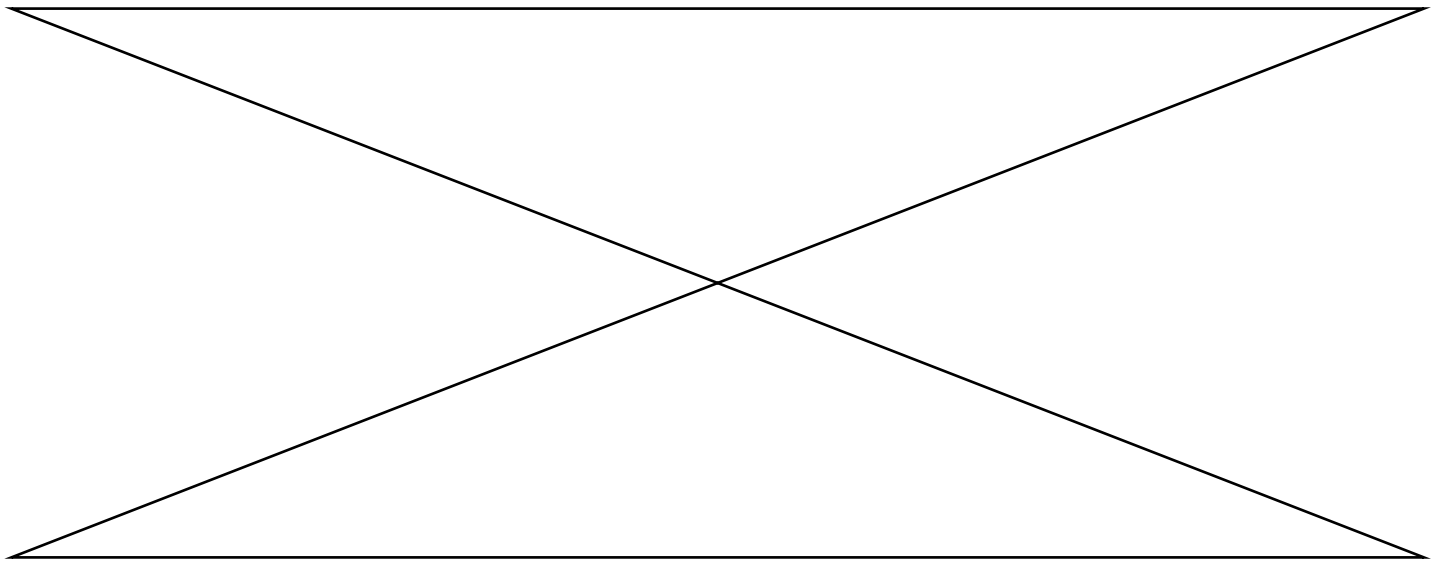
10. **Performance Security Guarantee**. To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after awarding of the contract in the form of Insurance Surety Bond, an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. PBG will be for an amount of **THREE PERCENT (3%)** of the value of the contract as specified in the bid document and it will be refundable without interest after successful completion of the contract and no liabilities from the Service Provider or its employees. In case of any complaint, the PBG shall be discharged only after adjusting all dues, liabilities of the worker etc. PBG should be remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any).

11. Price must be quoted on Freight On Road (F.O.R.) (where applicable) at IIMC, destination basis by road inclusive of Packing, Forwarding, Freight Charge, Transit Insurance and any other charges as applicable. The consignee for the contract is Administrative Officer (Purchase), Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata- 700104 (West Bengal).

12. The approval or rejection to tenders(s) 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 Part II or RFP without cause assigned.

13. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

14. **Other than the terms and conditions mentioned in this RFP (Tender Document), the 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.**



PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements/ Scope of Work**. As per **Appendix 'A'** to this RFP.

2. **Eligibility Criteria**. The tendering Company/Firm/Agency shall fulfil the following criteria for submission of Bid:-

Ser No	Description of Criteria	Documentary Evidence Required as Proof
(a)	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card
(b)	The Company/Firm/Agency should have valid GST Certificate. In case the Company/ Firm/ Agency is exempted for GST, they must have relevant Trade License	Copy of GST Certificate OR Copy of Trade License along with Self Certified Copy of GST Exemption
(c)	The Company/Firm/Agency shall have at least TWO (02) years' experience in successfully providing similar services to Government organization, Autonomous Bodies, Public Sector Undertaking	Copies of Work Order or Work Completion Order
(d)	The Company/Firm/Agency shall have annual turnover of at least Rs 1.23 Lakh (Rupees One Lakh Twenty Three Thousand Only) per year during the last three years	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable)
(e)	The Registered Office/Branch Office/ Operational Office of the Company/Firm/Agency shall be located in Kolkata, West Bengal	Copy of latest enlistment certificate issued by Kolkata Municipal Corporation
(f)	The Company/Firm/Agency shall not have been debarred by any organization	Self-certified certificate

3. **Terms and Conditions of Contract**:-

(a) The successful bidder will be responsible for transportation and loading/ off-loading of all materials related to them and no extra payment will be made by the IIM Calcutta on this account.

(b) The successful bidder himself will be responsible for safety and security of his material and IIM Calcutta will not be responsible for any damage/theft of material of the Successful Bidder.

(c) For any emergency situation, the Successful Bidder will provide solution related to his/her work at no extra cost.

(d) All materials used should be of as per required quality (**as mentioned in BOQ**). For the material used, which is not of good quality, appropriate deductions will be made from the bill. In case, it is found at some stage that the quality supplied/to be supplied is inferior the goods in question will be rejected or the contract will be cancelled with debarment of Successful Bidder.

(e) Before quoting the rates, the Company/ Firm/ Agency are advised to visit and inspect the site and working conditions thereof to assess and plan for the successful execution of work.

(f) The successful bidder shall be responsible for full execution of the contract and **shall not in any case assign or sublet ordered items or part thereof to any other party**. Failure to do so will attract cancellation of the order.

(g) All works related to this tender should be completed to entire satisfaction of the IIM Calcutta, failing which the **IIM Calcutta will have right to cancel the work order** and no payment will be made in that case.

(h) Any defect found in the work carried out by the successful bidder will have to be **rectified free-of-cost** by the Successful Bidder.

(j) All precautionary/safety measures as necessary should be adopted by the agency/firm while executing the work in WATER to avoid any miss happening and loss. IIMC will not be responsible for any miss happening/ loss caused due to negligence of Company/ Firm/ Agency.

(k) The successful bidder shall take all necessary precautions to ensure safety and security of their workmen and shall be responsible for any injury that might occur to person/s and bear all cost towards insurance/treatment/compensation of them. Necessary insurance cover shall be made by the Successful Bidder. Further, the Successful Bidder shall have to comply with the provisions of all prevailing Labour Laws relating to the work assignment.

(l) The Successful Bidder shall take all necessary precautions to prevent any type of damage/ loss of life of CREATURES in the WATER BODIES and ENVIRONMENT. They shall also take all necessary precautions to prevent any type of damage that may cause towards any Institute's property during the course of execution of the contract and they will be liable to make good the same at their cost.

(m) The representatives of the Successful Bidder should be available on telephone and also on mobile to enable this Institute to call them in emergency situation. Therefore, telephone as well as mobile number(s) and address will also be provided to IIM Calcutta.

(n) Each page of the quotation is to be signed by the tenderer and duly stamped.

(o) All disputes arising out of this contract shall be referred either sole arbitrator of the Director, IIMC or referred for the sole arbitration of the Director, IIMC. The venue of arbitration shall be in Kolkata only.

(p) IIM Calcutta reserves the right to reject any or all tender(s) without assigning any reason. The decision of IIM Calcutta in this regard shall be final. No enquiries in this regard shall be entertained. Correspondence during tendering process may invite disqualification.

(q) The **quoted rate will remain valid for a period of SEVENTY FIVE (75) DAYS** from the date of opening of price bid. Work should be completed within the specified date from the date of issue of the Letter of Intent /Work Order.

(r) The quoted rate should be comprehensive one inclusive of supply of material, labour charges, hire charges of tools & tackles, scaffolding, plant & machinery etc., to execute the total Scope of Work as per **Appendix 'A'** to this RFP.

(s) The rate quoted by the Successful Bidder shall also be **inclusive of all taxes, duties, transportation charges and other statutory payments and will not subject to any fluctuation due to any increase in any effect**.

(t) A tenderer who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is liable for rejection.

(u) All corrigendum and addendum shall be the part of the tender document and are to be uploaded duly signed and stamped with tender document as bid annexure. Even if tenderer fails to submit corrigendum and addendum duly signed by him, it will be deemed that the tenderer has gone through such corrigendum / addendum, if any, and no claim shall be entertained by IIMC on account of any omission / error on his part.

(v) Change in Law/ Change in Rate/ Hike in Rates of anything/ any components related to this project, during the currency of contract will not affect the terms and conditions/ financial implication of contract. IIMC will not be liable to pay any additional amount other than contracted amount and neither IIMC will be liable to change/ modify any terms and conditions of contract nor change/ modify the financial implication of contract once finalised.

4. **Bidders Information**. Vendors are required to submit essential details in respect of their firms/company/agency as per **Appendix 'B'** to this RFP.

5. **Delivery Period**. As per requirement by the user to ensure that lakes are to be cleared at any point of time during the period of contract.

6. **Pre-bid Conference/ Meeting**. Pre-Bid Conference/ Meeting is ***15 December 2022 at 1430 hrs*** as stipulated in NIT, prospective bidders interested in participating in this tender should attend a Pre-bid conference to clarify Techno-Commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document. **Participation in pre-bid Conference/ Meeting is mandatory, failing which bid will be summarily rejected during Technical Evaluation**. The date and time by which the written queries for the Pre-bid must reach to the authority and the last date for registration for participation in the Pre-Bid Conference/ Meeting are also mentioned in the NIT. The pre-bid conference may also be held online at the discretion of the BIDDER/ SERVICE PROVIDER. After the Pre-bid conference, Minutes of the Pre-Bid Conference shall be published on the BIDDER/ SERVICE PROVIDER's portal within SEVEN (07) DAYS from the Pre-Bid Conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.

7. **General Terms & Conditions**.

(a) The bidder must be a legally constituted registered proprietary firm/ partnership firm/ limited company or corporate body possessing / having in its name the required Trade and professional and all other licenses, required as per law valid at least for 12 months from the date of the opening of tender for providing the above said services.

(b) The bidders should quote their offer/rates in clear terms without ambiguity both in figures and words. The rates quoted should be inclusive of all taxes, and these taxes should be shown separately.

(c) **Attending the Pre-Bid Meeting is mandatory, failing which the Bidder shall not be allowed to participate in the tendering process**.

(d) It shall be essential that the Bidder/Service Providers visits the facilities at IIM Calcutta, conducts a survey, understands the requirements, does due diligence and understands the scope of work and the total area involved before bidding for the tender. Bids received shall be deemed to have been made after due diligence and survey of the work place and understanding the scope of work.

(e) The rates should be quoted both in figures and words and legibly written without any over-writing or interpolation. In case of any correction, the same may be considered if found to be attested by the bidder with full signature; however, no over-writing is permissible.

(f) In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.

(g) In case the last date for receipt of the bid is declared a holiday for IIM Calcutta, then the bids will be received up to the given time on the next working day.

(h) Bids received after the deadline of receipt indicated above, shall not be taken into consideration. Postal or courier delay will not be considered and the Tender received late will be rejected.

(j) IIM Calcutta reserves the right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof.

(k) TDS and other taxes as applicable will be deducted from the agency's bill as per Govt. norms from time to time. The GST (if claimed by the agency) will be reimbursed only after the submission of proof of payment of GST. Moreover, the GST challan should match the claim preferred against the Institute.

(l) As security for the due performance of the Agency's obligations hereunder, including (for the purposes of clarification) by way of security against all loss, damage, costs, expenses and consequences that may be caused to or suffered by the IIMC by reason of any breach by the Facility Manager of any of the Agency's obligations under the tender contract, the Agency shall immediately upon acceptance of this tender prior to issuance of work order professionally indemnify and take general insurance for an amount equivalent to annual Management fees by executing Bonds.

8. **Terms & Conditions for providing various services**.

(a) Area and 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) 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.

(d) The persons deployed by the Service Provider should not have any 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.

(e) 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.

(f) Names of the Proprietor, Directors, consultant and top executives (with address, phone number etc.) should be furnished with the tender.

(g) **The period of contract will be for TWO (02) YEARS** from the date of commencement of services/work which may be extended for a further period of **ONE (01) YEAR** subject to satisfactory performance and requirement of the Institute as per same Terms & Conditions.

(h) 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.

(j) 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.

(k) 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*.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) 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.

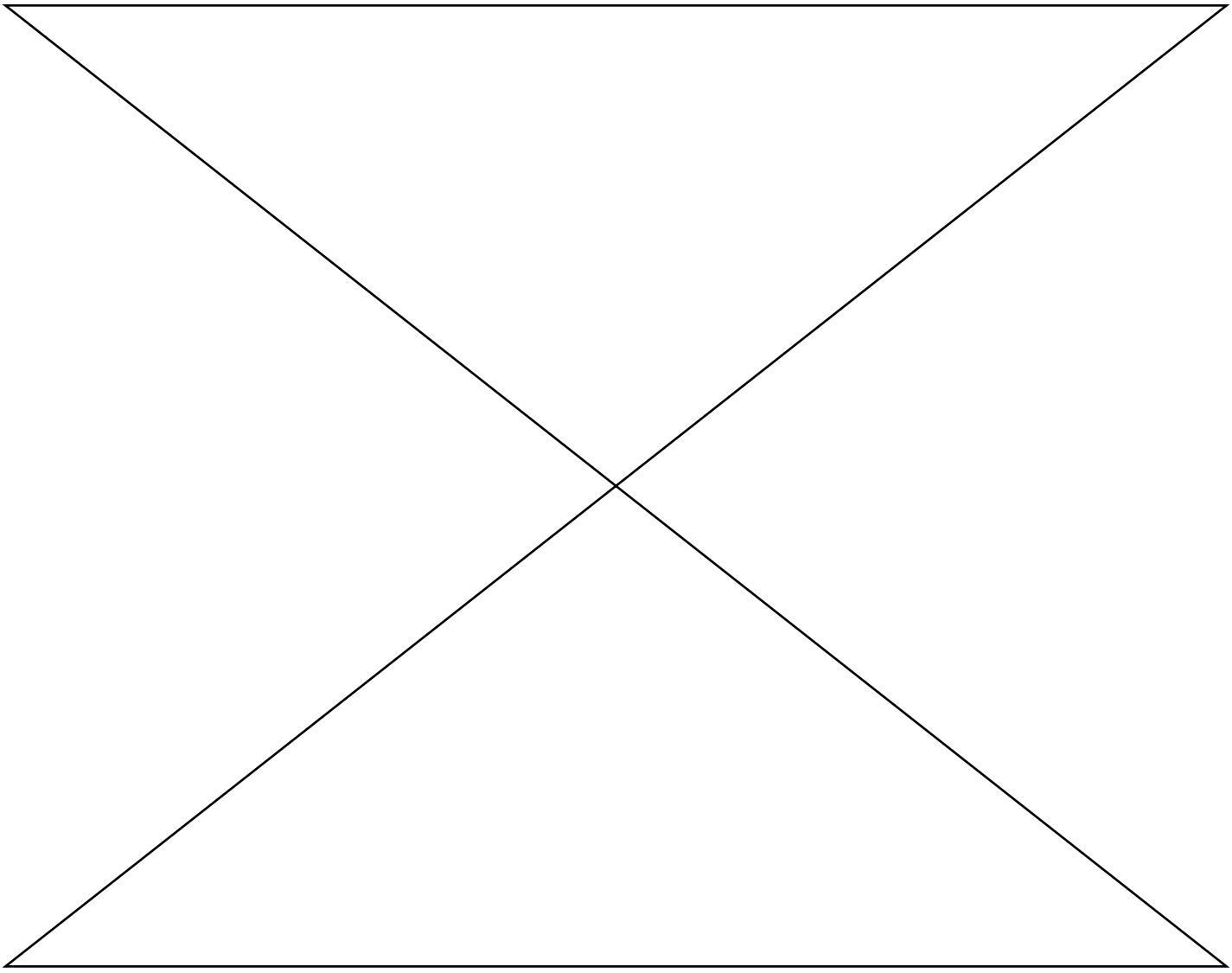
(r) No accommodation will be provided by IIM Calcutta for the personnel deployed by the agency.

(s) 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.

(t) 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.

(u) At no point of time, inside or outside of the campus, the personnel employed by the agency will do any type of gathering, protest, strike or take part in any possession 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.

(v) 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.



PART III - STANDARD CONDITIONS OF RFP

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which 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. Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **Law**. The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India. 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.

(a) The Service Provider will be responsible for compliance of all statutory provisions relating to Minimum Wage, Provident Fund and Employee State Insurance etc. in respect of the persons deployed in IIMC.

(b) The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by him to IIMC to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(c) The Service Provider shall maintain all statutory Registers under the applicable law. The agency shall produce the same on demand to the concerned authority of this secretariat or any other authority under law.

(d) In case the Service Provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof IIMC is put to any loss/obligation, monetary or otherwise, IIMC will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency to the extent of the loss or obligation in monetary terms.

(e) After Award of Contract, if the Service Provider is found to be charging any amount from the employees on its roll in any manner, in that case the contractor shall liable to the terminated immediately with forfeiture of performance security amount and also the firm will be debarred and recommended to appropriate authority for blacklisting.

3. **Effective Date of the Contract**. The contract will be in effect from the day of issue of Work/ Purchase Order/ Contract Agreement.

4. **Award of Contract**.

(a) **Contract Period**: The service contract will be awarded initially for **TWO (02) YEARS** from the date of issuance of work order which will be reviewed every year. If the performance is found not satisfactory at any time, the contract may be terminated before the normal tenure owing to cessation of requirement or deficiency in service or substandard quality of manpower deployed by the Service Provider. IIMC reserves the right to extend the service period for further period of **ONE (01) YEAR** beyond **TWO (02) YEAR** based on the performance on the recommendation of the committee constituted for the purpose on the same terms & conditions as mentioned in Tender Document.

(b) The Institute reserves the right to increase or decrease the workload during the contract period at any time. It shall be the responsibility of the Service Provider to comply with the requirement of the Institute failing which lead to penalty as decided by the committee. The Institute may ask the Service Provider to remove any personnel at any time without any limitation of time. It shall be the duty of the Service Provider to withdraw the personnel immediately from campus.

5. **Performance Evaluation**. The performance of the Service Provider in compliance with the terms and conditions of the tender document will be evaluated by the designated committee of IIMC on completion of every year. The report of the committee will be placed to the Competent Authority of IIMC and the decision of the committee will be communicated to the Service Provider for compliance.

6. **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 Indian 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.

7. **Conciliation and Arbitration**. 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 Indian 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.

8. **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 Contactor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the 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, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

9. **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.

10. **Termination of Contract**.

(a) The contract may be terminated by serving one month's notice, in case the Service Provider:-

(h) Assigns or sub contracts any of the service(s).

(ii) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.

(iii) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.

(iv) Any violation of instruction / agreement or suppression of fact.

(v) Contractor being declared insolvent by competent court of law.

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

(c) On termination of the contract, it shall be the responsibility of the Service Provider to remove his persons immediately. IIM Calcutta 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.

(d) In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by IIM Calcutta.

(e) At the end of contract period / termination of the contract, the agency shall hand over the charge to the new Service Provider (appointed by IIM Calcutta) without any hindrance. In case of non-compliance, the security deposit shall be forfeited.

(f) The delivery of the service (s) is delayed for causes not attributable to Force Majeure for more than FORTY EIGHT (48) HOURS beyond stipulated time and due to causes of Force Majeure for more than FORTY EIGHT (48) HOURS after the schedule date of delivery.

(g) The BIDDER/ SERVICE PROVIDER is declared bankrupt or becomes insolvent.

(h) 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.

(j) As per decision of the Arbitration Tribunal.

(k) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders.

(l) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.

(m) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

(n) 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.

11. **Notices**. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **Transfer and Sub-letting**. The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13. **Amendments**. At any time THREE (03) DAYS prior to the last date for submission of the tenders, IIMC may for any reason, suo-moto or any response to any clarification by prospective bidder, modify the tender documents by amendments (Addenda/Corrigenda etc.). Any such amendments will only be uploaded in CPP Portal All the bidders who uploaded in CPP Portal prior to such amendment shall take cognizance of such amendments. The amendments, if any, shall be binding on the bidder.

14. **Taxes and Duties**:-

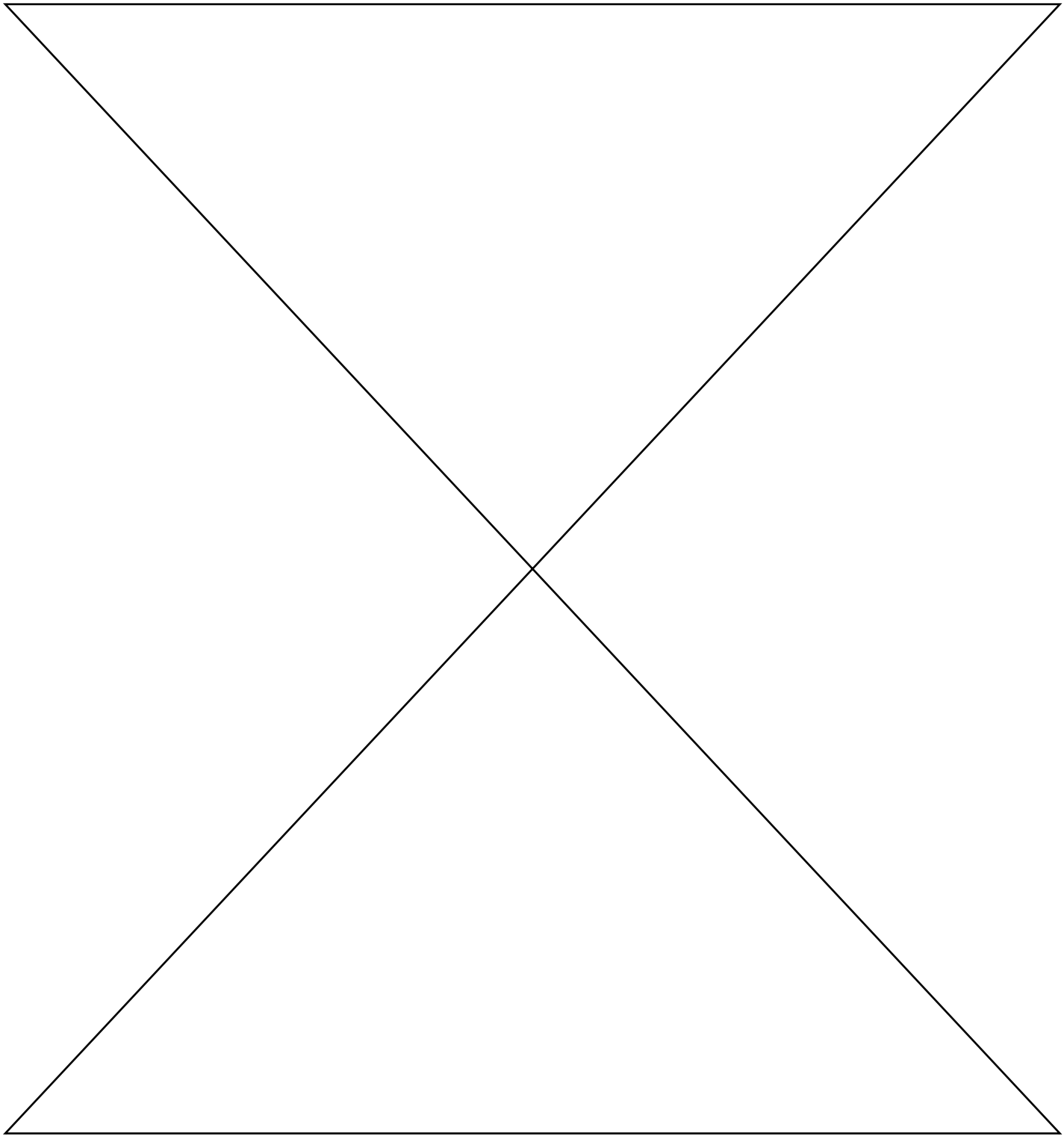
(a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the SUPPLIER. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the Customer by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the BIDDER/ SERVICE PROVIDER.



PART IV – SPECIAL CONDITIONS OF RFP

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **Appendix 'C'** 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 in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

3. **Repeat Order Clause**. The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional **FIFTY PERCENT (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. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

4. **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.

6. **Payment Terms**. The Service Provider shall submit the bills at office of concerned Competent Authority for the executed work complete in all respects. The bills will be submitted in the manner and form that may be prescribed by the Competent Authority. Account payee cheque/DD/RTGS for amounts passed in the bill will be issued only after the Service Provider gives stamped receipts for the amount unless the bills are Pre-receipted. Payments will be made only by Account payee cheque/DD/RTGS. The Competent Authority will have the right to recover liquidated damages for delay or slow progress of the work, penalty etc. from the bills submitted for payment. Income Tax and such other Tax applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. The final Settlement of the bills and refund/adjustment/appropriation of any amount retained from the bills of the Service Provider shall be made fully after the Competent 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. The successful bidder shall submit necessary bank details for bill payment at the time of entering into contract. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:-

(a) The items will be delivered on a Delivery Challan and Bills/invoices submitted in duplicate.

(b) Upon receipt of the items and producing of all supported documents by the contractor, payment will be made by the IIMC by cheque.

(c) It is mandatory to the bidder/vendor to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by IIMC.

(d) Ink signed copy of Service provider's invoice.

(e) Ink signed copy of Commercial invoice/Service provider's invoice.

(f) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)

(g) Any other document/Certificate that may be provided for in the Supply Order/ Contract.

(j) On receipt of final payment, BIDDER/ SERVICE PROVIDER should furnish a 'NO CLAIM CERT' as per **Appendix 'E'** of this RFP.

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

7. **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 work/supply.

8. **Fall Clause**. The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for services under the contract by the BIDDER/ SERVICE PROVIDER shall in no event exceed the lowest prices at which the BIDDER/ SERVICE PROVIDER sells the services or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the BIDDER/ SERVICE PROVIDER reduces the price, sells or offer to sell such services to any person/organization including the Contractor, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

9. **Risk & Expense Clause**. If the SERVICE PROVIDER fails to deliver the Goods/ Services either in FULL or in PART, within the prescribed delivery period as mentioned in Work/ Purchase Order/ Contract Agreement (OR on or before the date and time mutually agreed by the BUYER and SERVICE PROVIDER), the BUYER shall be entitled at his option to take alternate procurement/service action as thinks fit, at the Risk & Expense of the SERVICE PROVIDER for the unsupplied portion of the Goods/ Unfinished Services for which delivery has expired, without cancelling the contract in respect of the Goods/ Services not yet due for delivery, or to cancel the contract based on progress of work, including Goods/ Services not due for delivery, and, if thought fit/necessary, to purchase the Goods/ get the Service at the Risk and Expense of the SERVICE PROVIDER. The price differential in case of higher cost to the BUYER, if any, shall have to be borne by the SERVICE PROVIDER. Recovery of differential price to be recovered from Invoices/ Bills/ Performance Bank Guarantee/ Any Other Financial Instrument of SERVICE PROVIDER held with the BUYER. Moreover the SERVICE PROVIDER shall have no claim over the GOODS/ SERVICES, which they failed to supply/ complete. The "failure to deliver the Goods/ Services" includes the following:-

(a) Supply of substandard Goods/ Services.

(b) Failed to meet the specified standard of Goods/ Services as mentioned in Specification.

(c) Failed to supply the alternative/ substitute Goods/ Services already rejected by the BUYER.

(d) Failed to supply/ provide Sample/ Proof Tests/ Proof Reading/ Specimen/ Model/ Prototype/ within the specified date as mentioned in Work/ Purchase Order/ Contract Agreement/ Mutually Agreed by the BUYER and SELLER (if any).

10. **Force Majeure**. Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

(a) **DEFINITION**. As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Sub Paragraph (i), (ii), (iii) and (iv) respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

(i) **Non-Political Event**. For purposes hereinabove, Non-Political Event shall mean one or more of the following acts or events:

(aa) Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Service Provider's Site or beyond design specifications for the Construction Works) or landslide;

(ab) Radioactive contamination or ionizing radiation;

(ac) Strikes or boycotts (other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Service Provider for a period exceeding SEVEN (07) DAYS in an Accounting Year, and not being an Indirect Political Event set forth in Sub Paragraph (ii);

(ad) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by IIMC;

(ii) **Indirect Political Event**. For purposes hereinabove, Indirect Political Event shall mean one or more of the following acts or events:

(aa) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of SEVEN (07) DAYS in an Accounting Year;

(ab) Industry wide or state wide or India wide strikes or industrial action which prevent collection of Fees by the Service Provider for a period exceeding a continuous period of FORTY EIGHT (48) HOURS in an Accounting Year; or

(ac) Any public agitation which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of FORTY EIGHT (48) HOURS in an Accounting Year.

(iii) **Political Event**. For purposes hereinabove, Political Event shall mean one or more of the following acts or events by or on account of IIMC or any other Government Agency:

(aa) Change in Law, only when provisions of Article 14 cannot be applied;

(ab) Expropriation or compulsory acquisition by any Government Agency of any Service Provider Facility or rights of the Service Provider or of the Contractors; or

(ac) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required

by the Service Provider or any of the Contractors to perform their respective obligations under the Services Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.

11. **Specification**. The BIDDER/ SERVICE PROVIDER guarantees to meet the specifications as per **Appendix 'F'** to this RFP.

12. **Transportation**. The contractor is responsible for transport for the delivery of goods to the Consignee's premises (where applicable/ if required) as mentioned in Part II under their own arrangement. The term Contract means acquiring all types of goods, such as stores as well as all types of services including packing, unpacking, preservation, transportation, loading, unloading, insurance, delivery, special services if any, consultancy and systems. Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SUPPLIER and the IIMC as such shall not be a party to it.

13. **Quality Assurance**. The goods supplied under the contract should conform to the standards, quality and specifications as per the requirement of BUYER. The item should be conforming to the current production standard and having 100% defined life at the time of delivery.

14. **Inspection Authority**. The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be ~~Departmental Inspection~~ / User Inspection / ~~Joint Inspection /Self-certification~~.

15. **Claim**. The following claims clause will form part of the contract placed on successful bidder:-

(a) The claims may be presented either on quantity of the items/ goods (where ever applicable), where the quantity of items/ goods does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within FORTY EIGHT (48) HOURS under own arrangement of the contractor.

(c) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within FORTY EIGHT (48) HOURS of completion of inspection and acceptance of goods and will be submitted to the Contractor.

(d) The Contractor shall collect the defective/damaged or rejected items from the location nominated by the BUYER and deliver the replaced goods at the same location under Contractor's own arrangement.

(e) The quality claims will be raised solely by the BUYER and without any certification/ countersignature by the Contractor's representative stationed in India.

(f) Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SERVICE PROVIDER and IIMC as such shall not be a party to it.

16. **Warranty/ Guarantee/ Defect Liability Clause**.

(a) The contractor should covenant that, it is a condition of the contract that all Goods supplied to the BUYER under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the BIDDER/ SERVICE PROVIDER's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.

(b) Obligations of the contractor under the warranty clause shall survive even though:-

(i) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the BUYER.

(ii) The contract is terminated for any reason whatsoever.

(c) The BUYER shall promptly notify in writing to the contractor, if during the period above, the supplied goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the BUYER in that behalf being final and conclusive).

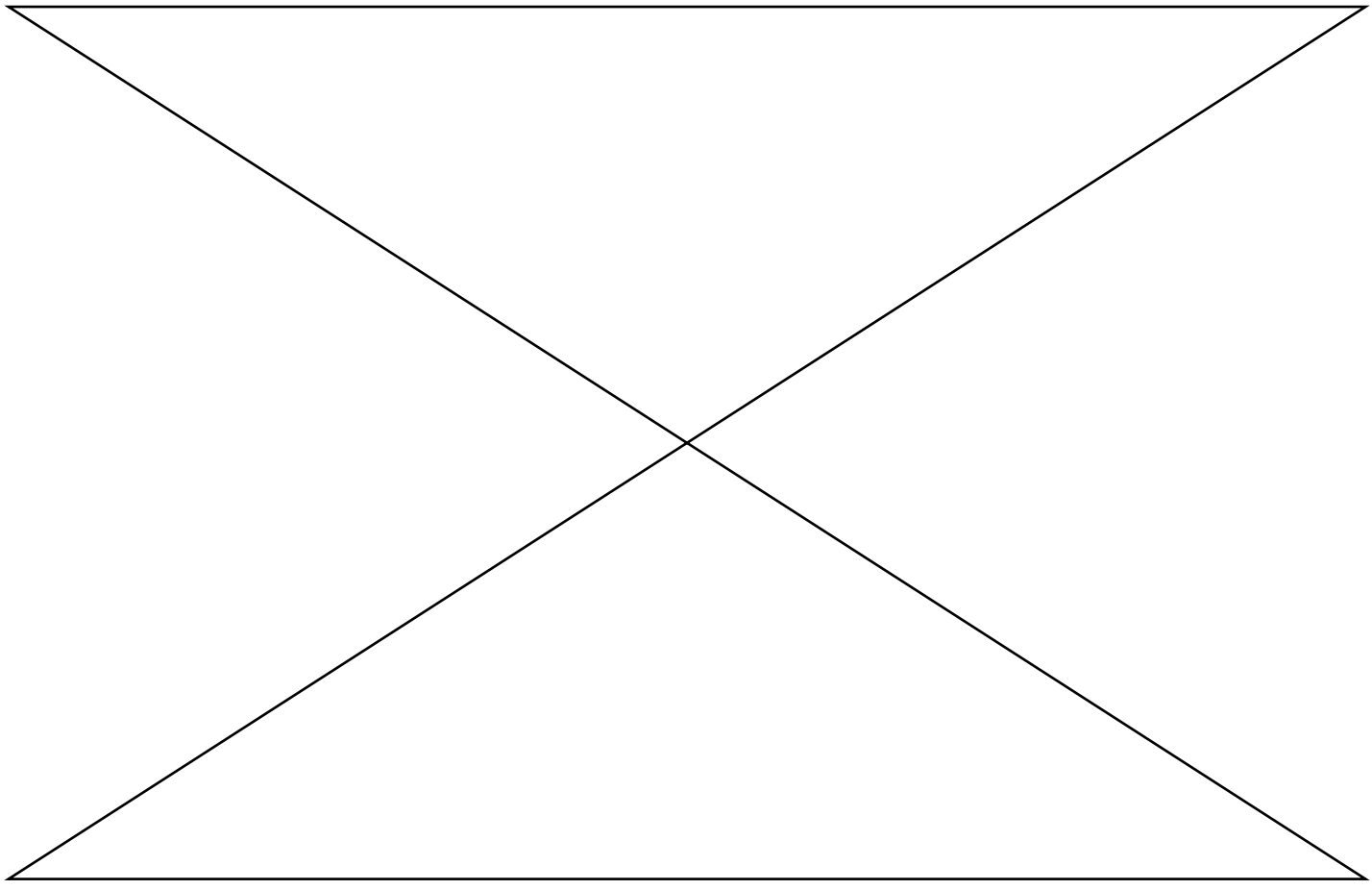
(d) Upon receipt of such notice, the contractor shall, within FORTY EIGHT (48) HOURS (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.

(e) A penalty of 0.5% (ZERO POINT FIVE PER CENT) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance Security Guarantee. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, BUYER shall be entitled to encashment of whole of Performance Security Guarantee. In such an event, action for inordinate delays would also be taken as per the Rules and Regulations of Govt of India.

(f) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

(g) If the contractor, having been notified, fails to rectify/ replace the defect(s) within FORTY EIGHT (48) HOURS (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default, and the BUYER shall avail any or all remedial action(s) there under.

(h) Payment will be made on NO WORK NO PAY basis. A penalty of 0.5% (ZERO POINT FIVE PER CENT) of the contract value for the EACH NON COMPLETION OF WORK shall be recoverable from the Performance Security Guarantee.



PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria**. All the bids will be evaluated in two stage system i.e. in Technical Bid stage by Technical Evaluation and in Financial Bid stage by Financial Evaluation. The broad aspects of both the evaluation is as under:-

(a) Evaluation of Technical Bid will be carried out as per Technical Criteria of Services and Eligibility Criteria of Vendors/ Bidders (**as per Appendix 'F'**). **Technical Bid will be rejected summarily in case it is found that the Bidder has NOT participated in Pre Bid Conference/ Meeting and representation at later stage will NOT be entertained by the BUYER**.

(b) ***While quoting the rate in BOQ (Bill of Quantities) in CPP Portal, Bidder should keep in mind that Number of Lakes/ Ponds is NOT the Unit of Measurement/ Accounting Unit to calculate the total cost. Bidder should treat all the Numbers of Lakes/ Ponds as a SINGLE PROJECT and cost to be quoted AS A WHOLE FOR MONTHLY BASIS***.

(c) The tenderer who will emerge as L-1 in overall lowest rates of total required quantity as mentioned in **Appendix 'A'** of this RFP will be considered for award of contract as per the Bid Price as per BOQ (Bill of Quantities) (**as per Appendix 'H'**).

(d) 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.

(e) 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.

(f) 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.

(g) The bid evaluation will be done by the following LEAST COST SYSTEM (LCS) method prescribed in GFR-2017:-

(i) According to this, the Technical Bid will be evaluated first as per the prescribed parameters.

(ii) Financial Bids will be opened for these technically qualified bidders only.

(iii) If the lowest quoted bidder is unable to take the assignment within the prescribed period due to any reason whatsoever, the second lowest will be considered, if approved by the Competent Authority of the Institute.

2. **Price Bid Format**. 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 goods/ services**.

Appendix 'A'
(Refer Para 1, 3(r) of part-II and
Para 1 of Part-IV of RFP)

SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK (SOW)

PROVIDING SERVICES TOWARDS CLEANING OF LAKES/ PONDS AT SECTOR 'A' INSIDE IIMC CAMPUS

1. **Scope of Work** : **SECTOR A**

Ser No	Direction of Area/ Place of Work/ Services	Quantity
(a)	A Large Lake at Sector B from Swimming Pool Side to Wooden Bridge Side	01 Lake + FIVE (05) Feet of adjoining area of Bank of Lake

2. **Scope and Requirement of Services**. The cleaning services consists of the following:-

(a) Cleaning of litter, garbage, foreign substances, decayed or dead vegetation, as well as discarded or dropped fruit, or any and all animal droppings and carcasses, which cause environmental problems such as the endangerment of migratory birds and fowl, mosquito or midge infestation, the proliferation of animal scavenging, pests, rodents or displeasing odours, or other aesthetically displeasing conditions.

(b) Cleaning of water hyacinths or any other particles e.g. plastic materials etc. from the water-bodies.

(c) Prevention of accumulations of vegetation on the shoreline or pond edges which encourage the growth of weeds or noxious aquatic plant growth or algae across the surface of a pond or other body of water which may create an aesthetically displeasing condition.

(d) Prevention of excessive concentrations of noxious aquatic plant growth or algae or sediment which accumulate above or below the surface of the water which cause oxygen depletion, harm to beneficial and ornamental plants, endanger aquatic life, or cause displeasing odours or other aesthetically displeasing conditions.

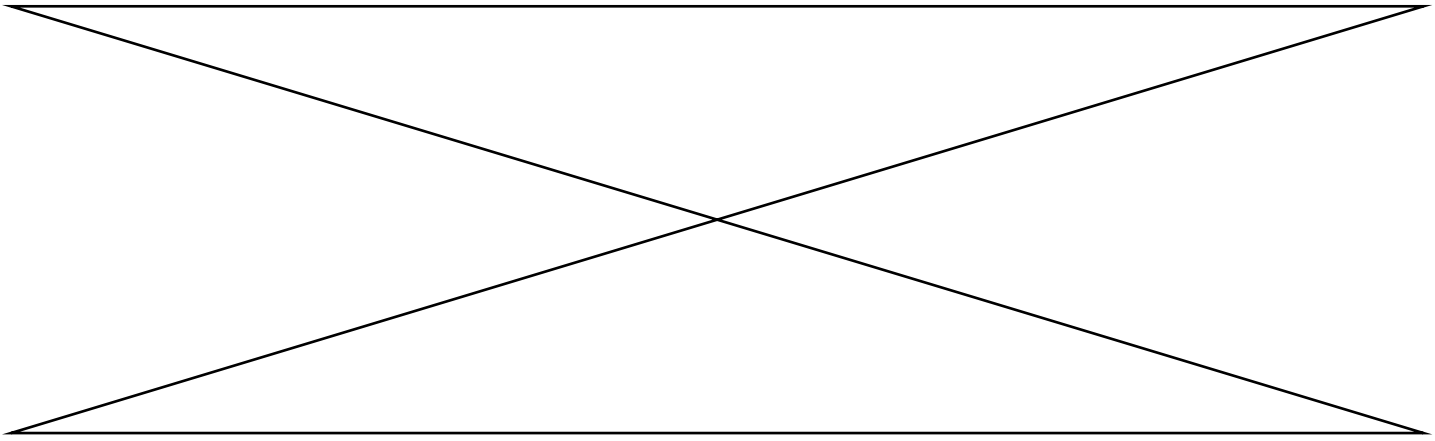
(e) Cutting of grass etc. within five feet from the banks of the water bodies on all sides.

(f) Removal of the materials as mentioned above.

(g) No such materials should be used and no such activity should be undertaken for cleaning of the water bodies, which may cause any type of pollution to the water in the water bodies.

(h) Removal of encroachments in the water body boundary/spread area.

(j) The work should be carried out on a regular basis and as per requirement basis, so as to keep the water bodies clean at all times during the entire contract period. No slack in this regard will be entertained by the IIMC.



Appendix 'B'
(Refer Para 4 of Part-II of RFP)

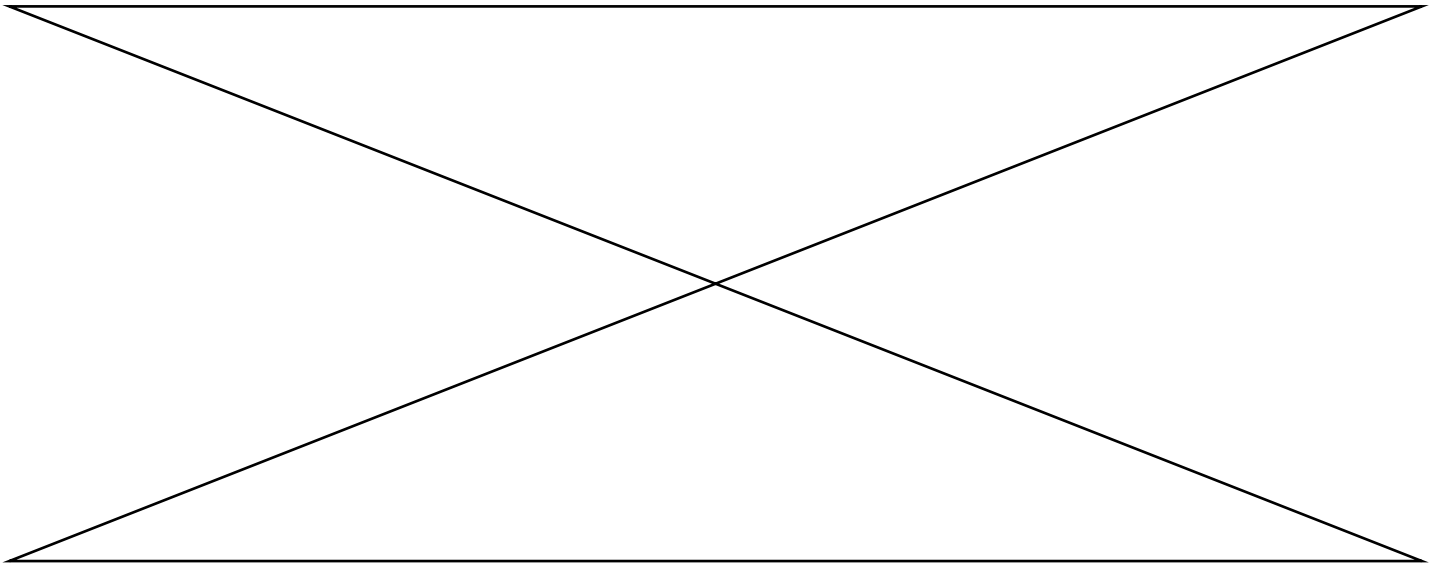
BIDDER'S INFORMATION FORM WITH CHECK LIST

SL No.	Particulars	Yes/No	Details	Attachments
1	Name of the Service Provider			
2	Registered Address			Enclose Proof
3	Branch/Head Office/Operational Office Address at Kolkata (Mandatory)			Enclose Proof
4	Name of the Authorized Signatory:			Enclose Proof
5	Trade License No (In case of GST Exemption)			Enclose Proof
6	PAN Details			Enclose Proof
7	GST Registration No			Enclose Proof
8	Average Annual Turnover of last three Financial Year			Enclose Proof (Audit Reports)
9	Net profit for last three Financial Year (Audited OR Certified by CA)			Enclose Proof (Audit Reports)
10	Minimum experience in similar assignments in Government/ PSU's/Autonomous Bodies			Enclose Proof as Work Order
11	ISO Certificate (If Any)			Enclose proof as salary/wage register

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]



Appendix 'C'
(Refer to Part-IV, Para 1)

TERMS AND CONDITIONS - COMPLIANCE
(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name and Complete Address _____

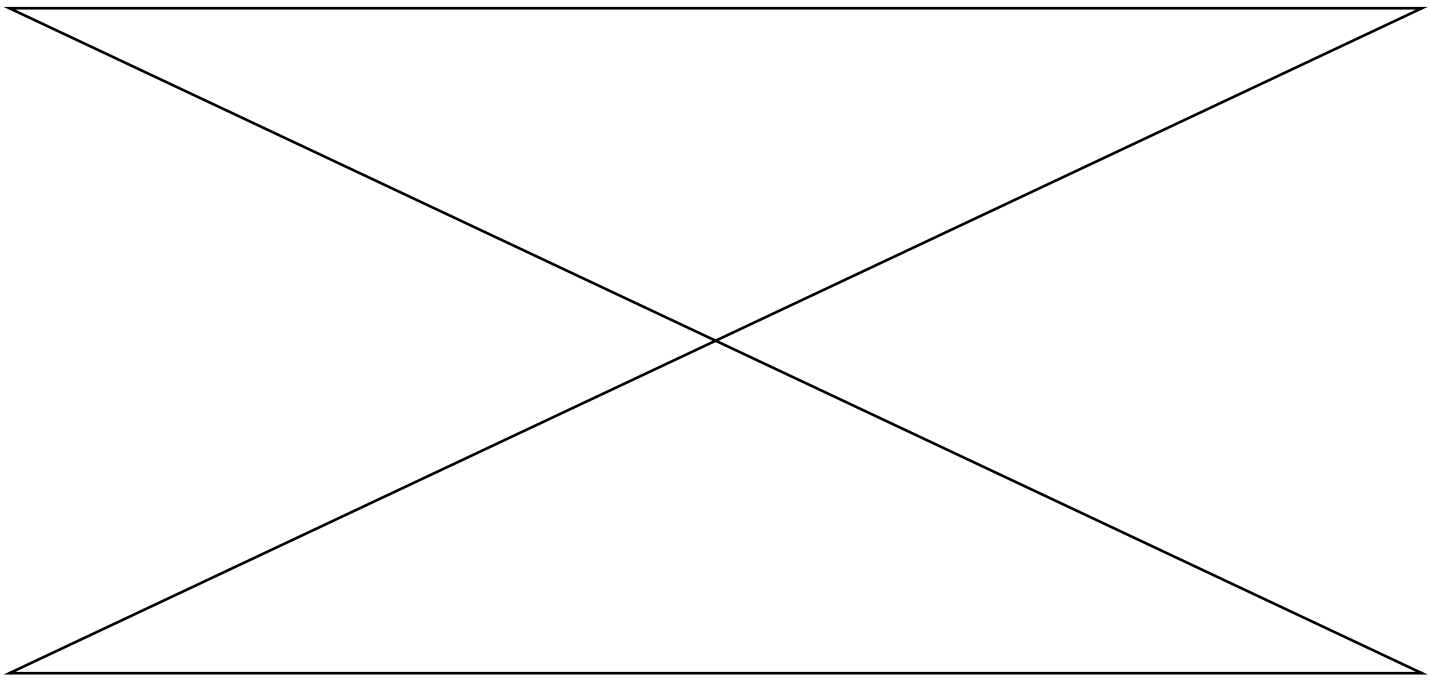
Tender Document No._____; Tender Title: _____

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, 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.



Appendix 'D'
(Refer to Part-IV, Para 2)

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

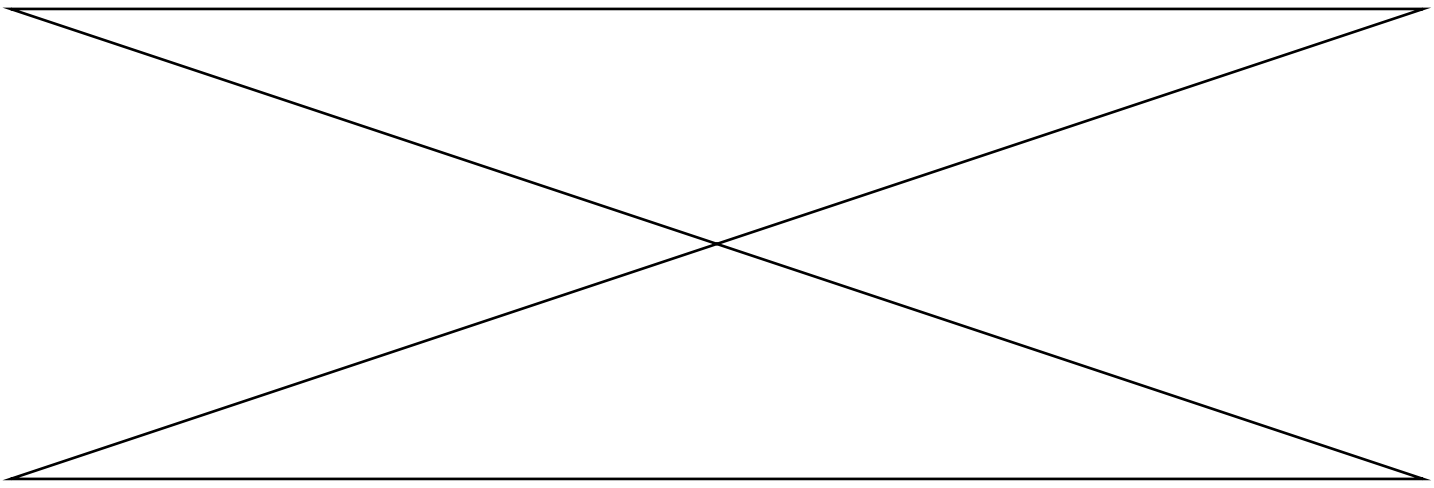
To
The Director
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka
Kolkata – 700104, West Bengal

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 sail 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 thereunder 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 the ……..day of …….20……

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
……
, 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.



Appendix 'E'
[Refer to Part-IV, Para 6(j)]

NO CLAIM CERTIFICATE
(On company Letter-head)

Contractor's Name and Complete Address _____
[Address and Contact Details]
Contractor's Reference No._____ Date……..

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

No Claim Certificate

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

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

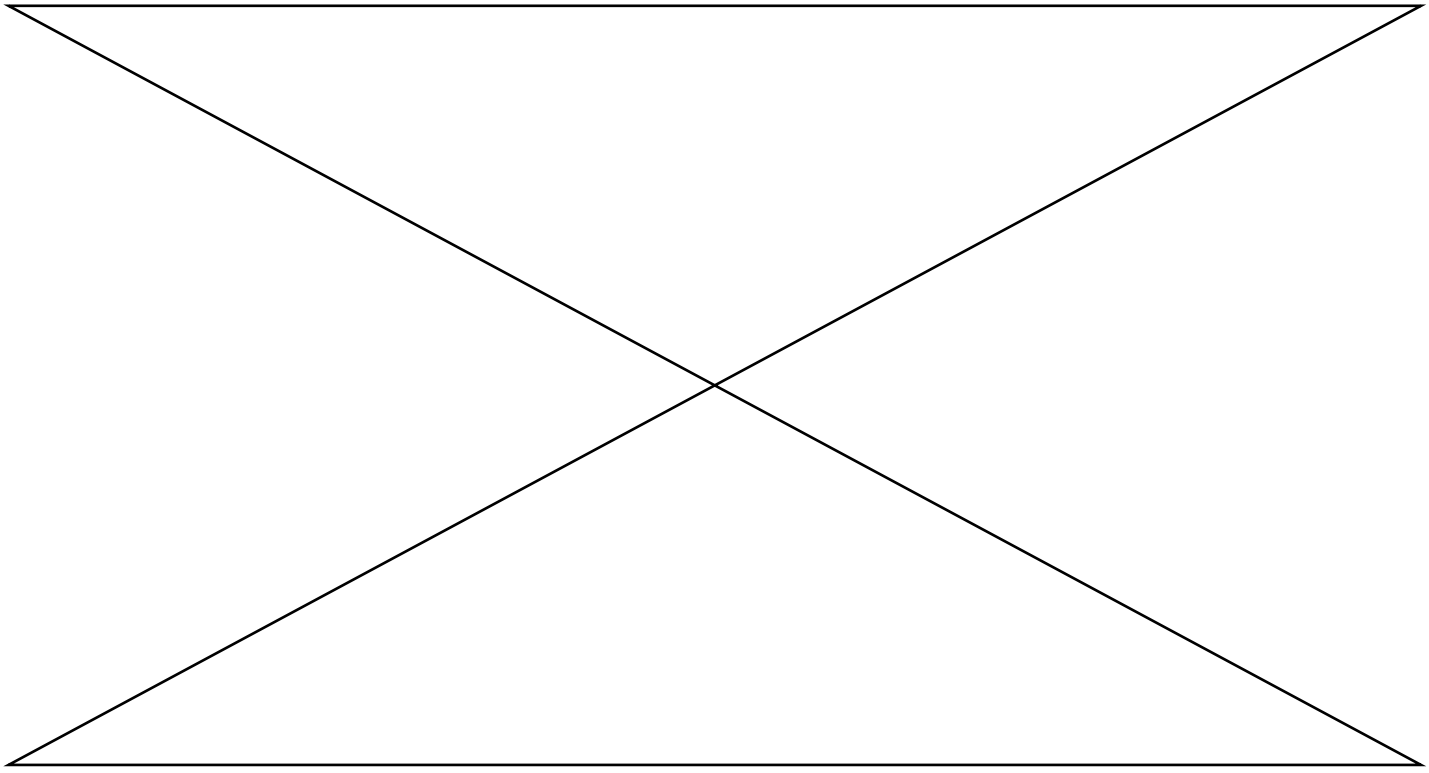
We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.
We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents.
on behalf of the contractor

(company Seal)

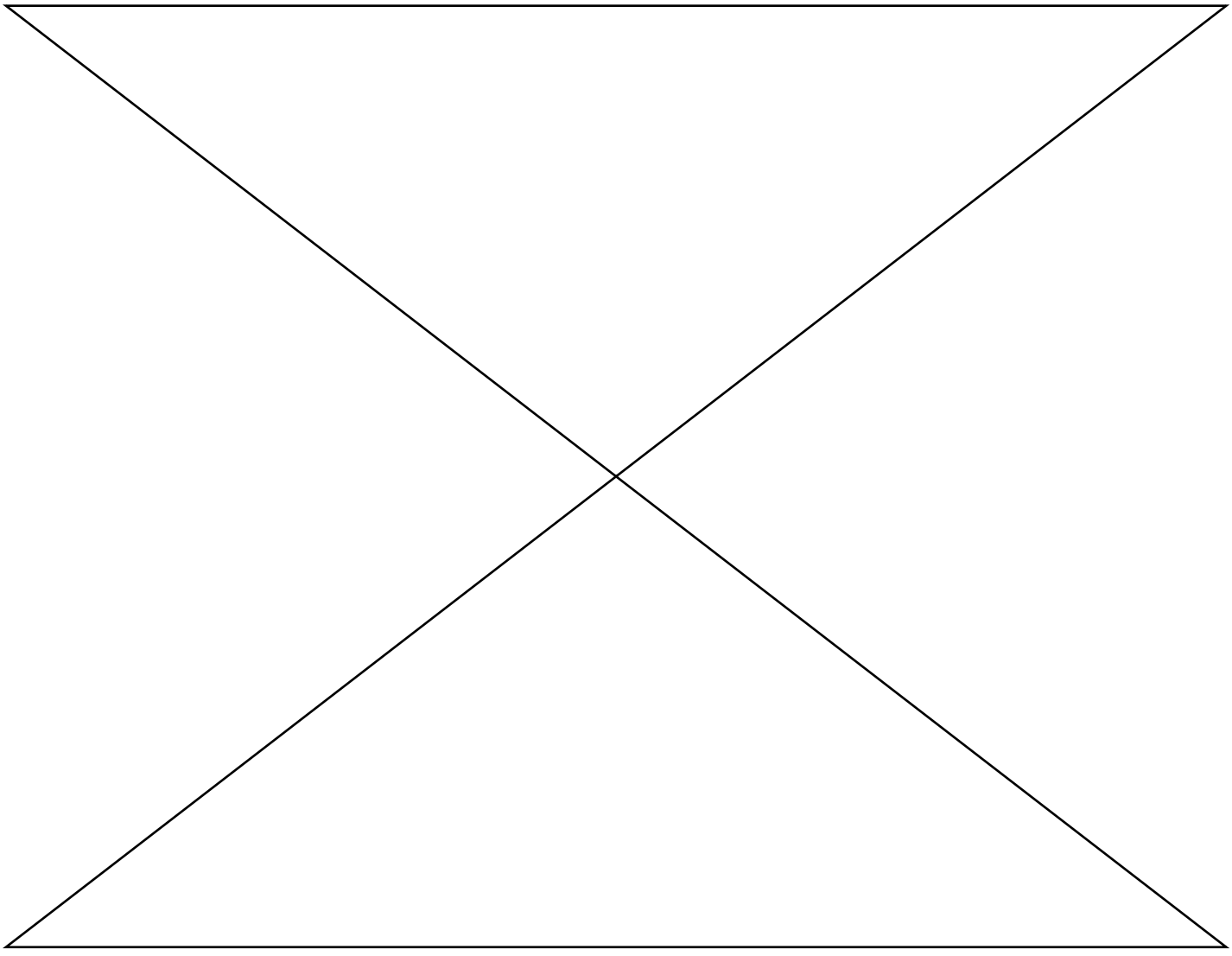
Date:
Place:



Appendix 'F'
[Refer Para 11 of Part-IV and
Para 1(a) of Part-V of RFP]

TECHNICAL BID EVALUATION CRITERIA AND VENDOR'S ELIGIBILITY

Ser No	Description of Criteria	Documentary Evidence Required as Proof
1.	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card
2.	The Company/Firm/Agency should have valid GST Certificate. In case the Company/ Firm/ Agency is exempted for GST, they must have relevant Trade License	Copy of GST Certificate OR Copy of Trade License along with Self Certified Copy of GST Exemption
3.	The Company/Firm/Agency shall have at least TWO (02) years' experience in successfully providing similar services to Government organization, Autonomous Bodies, Public Sector Undertaking	Copies of Word Order or Work Completion Order
4.	The Company/Firm/Agency shall have annual turnover of at least Rs 1.23 Lakh per year during the last three years	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable)
5.	The Registered Office/Branch Office/ Operational Office of the Company/Firm/Agency shall be located in Kolkata, West Bengal	Copy of latest enlistment certificate issued by Kolkata Municipal Corporation
6.	The Company/Firm/Agency shall not have been debarred by any organization	Self-certified certificate



Appendix 'G'
(Refer Para 9 of Part-I of RFP)

BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

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 Organisation 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.

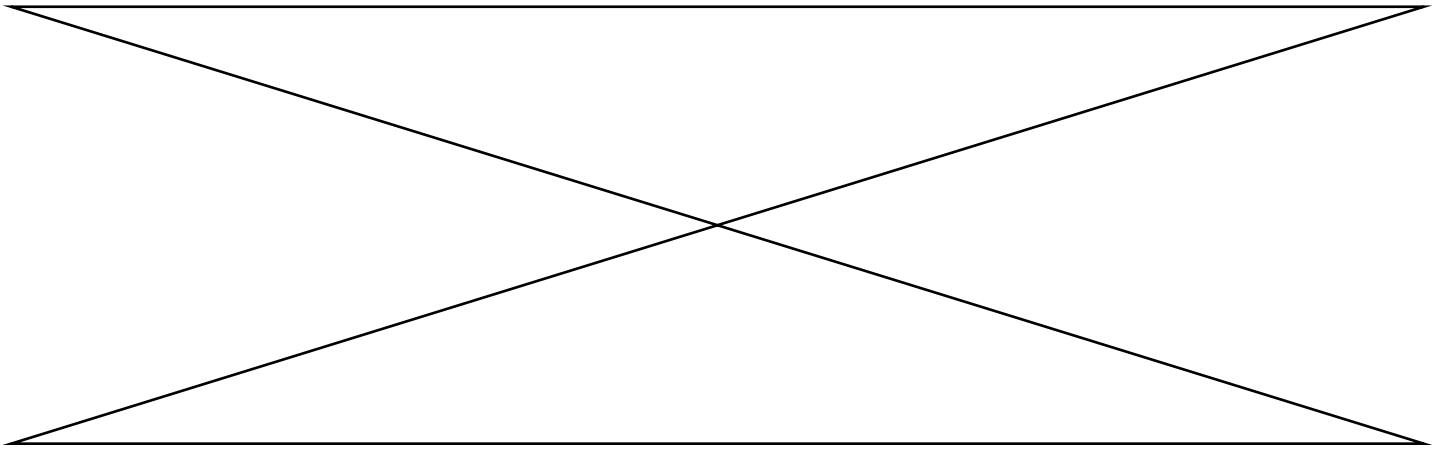
(b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).

(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]
DATE:……



Appendix 'H'

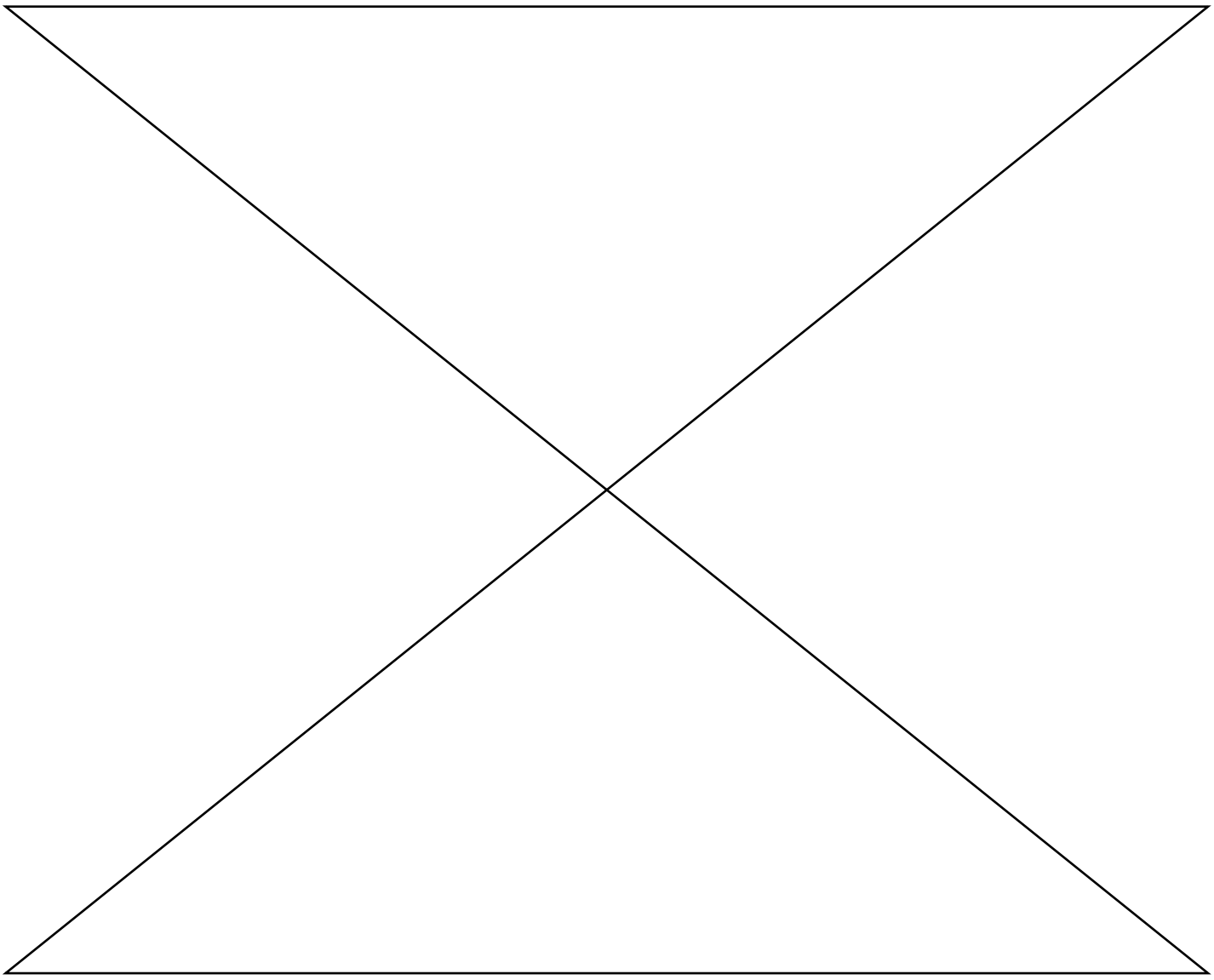
[Refer Para 1(c) and Para 2 of Part-V of RFP]

PRICE BID FORMAT

Ser No	Description of Work	Accounting Unit	Quantity	Rate	Total Cost
1.	CLEANING OF A LARGE LAKE FROM SWIMMING POOL SIDE TO WOODEN BRIDGE SIDE PLUS CLEANING OF FIVE (05) FEET ADJOINING AREA OF LAKE ON THE BANK OF LAKE FOR A PERIOD OF TWO (02) YEARS EXTENDABLE UP TO ONE (01) YEAR	PROJECT	01 (ONE) PER MONTH		

NOTE:-

(a) This Price Bid Format is just Indicative Nature and Bidder should not quote their Financial Quote in this Page.

(b) Bidder should quote their Financial Quote in BOQ in CPP Portal.

(c) IIMC will NOT be responsible for any type of LEAKING OF FINANCIAL BID INFORMATION for violation/ non adherence of Note (a) above. Any representation in this regard at later stage will NOT be entertained at all.