



# **INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

**Diamond Harbour Road, Joka,  
Kolkata - 700104**

## **TENDER DOCUMENT**

**TENDER REFERENCE NO :**  
**IIMC/PUR/EMP/CS/I/2023-25**  
**DATE : 02 JUNE 2023**

## **REQUEST FOR PROPOSAL**

## **FOR**

**EMPANELMENT OF COURIER SERVICE AGENCY**  
**AT L-1 PRICE FOR A PERIOD OF TWO YEARS AT**  
**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

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

**TENDER REFERENCE NO : IIMC/PUR/EMP/CS/1/2023-25**  
**DATE : 02 JUNE 2023**

**REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF COURIER SERVICE AGENCY AT L-1 PRICE FOR A PERIOD OF TWO YEARS AT THE INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"), **OFFLINE** bids are invited from the bidders for "**EMPANELMENT OF COURIER SERVICE AGENCY AT L-1 PRICE FOR A PERIOD OF TWO (02) YEARS 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 e-Publishing**) ([www.eprocure.gov.in](http://www.eprocure.gov.in)), and website of Indian Institute of Management Calcutta ([www.iimcal.ac.in](http://www.iimcal.ac.in)) under Tender Section in Information Head. It shall also be available with *Purchase Department, Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal - 700104*.

3. This RFP is to be submitted for Techno-Commercial 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](mailto: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' - Scope of Work (SoW)/ Schedule of Requirement (SoR).

(b) Appendix 'B' - Bidders Information.

- (c) Appendix 'C' – All Compliance Certificate.
- (d) Appendix 'D' – No Claim Certificate.
- (e) Appendix 'E' – Technical Eligibility Criteria.
- (f) Appendix 'F' – Bid Security Declaration.
- (g) Appendix 'G' – Integrity Pact.
- (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 Sincerely,  
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 : 02 JUNE 2023

\_\_\_\_\_  
Signature of Bidder

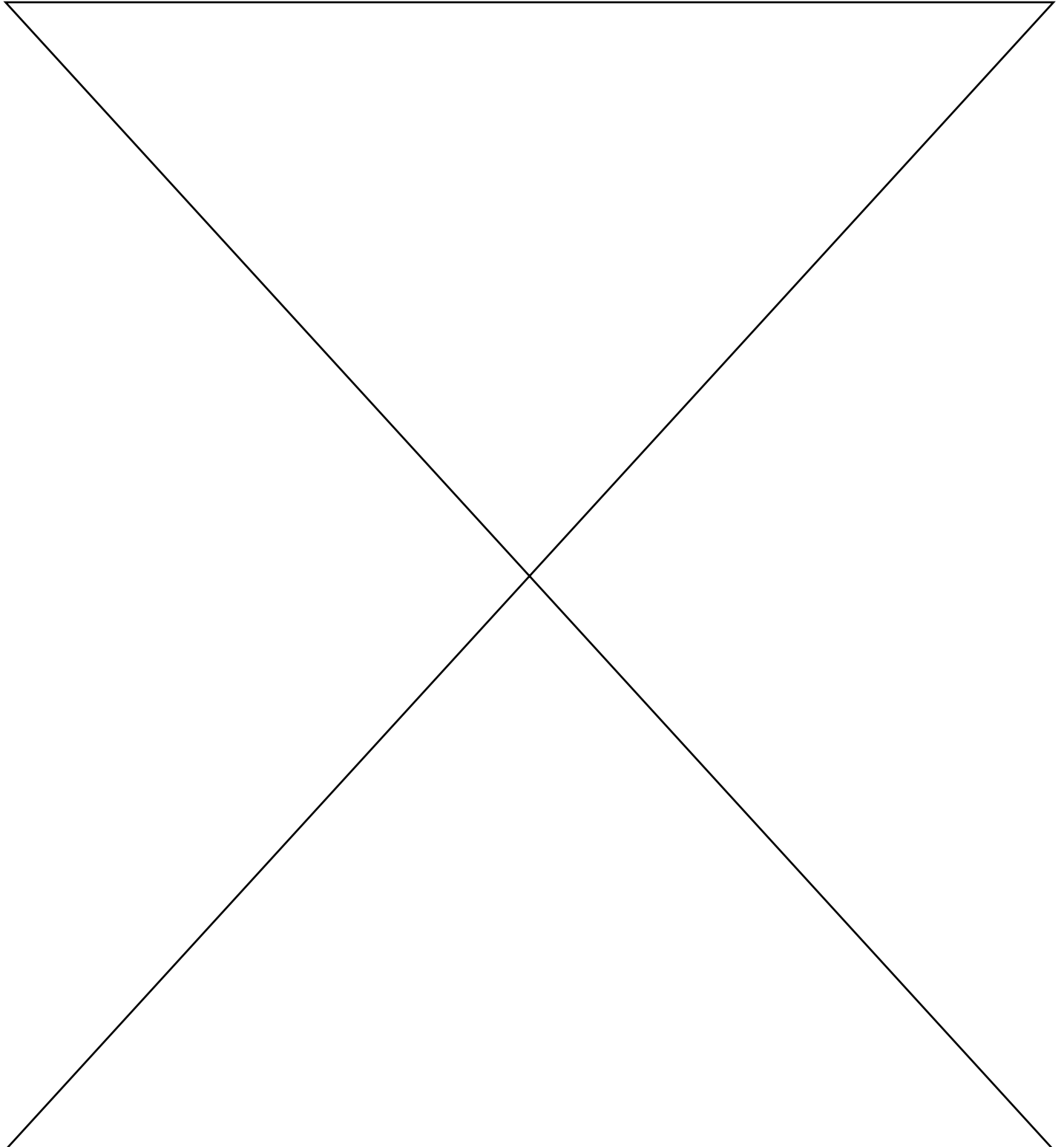
\_\_\_\_\_  
Name in BLOCK CAPITAL Letters  
(Capacity i.e. Proprietor/ Partner  
With Stamp)

## **PART I – GENERAL INFORMATION**

1. **Last Date and Time for Submission of Bids.** 22 June 2023 at 1000 hours.
2. **Manner of Submission of Bid.**
  - (a) The tender documents shall be submitted in **OFFLINE MODE** in the prescribed format given in this Tender Document in Tender Box, located at Administrative Building of IIMC in a sealed cover. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers are to be submitted in “Techno-Commercial Bid”.
  - (b) Bidders cannot submit the tender after the due date and time of bid submission. Time being displayed on Central Public Procurement Portal <https://eprocure.gov.in/epublishing/app> (“Server System Clock Time”) shall be final and binding on the bidder. Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST).
3. **Schedule of Bids Opening.** Technical Bid will be opened on **23 JUNE 2023 at 1000 hours. *(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. **Bidding System.** Two Stage Two Envelope Bid system has been adopted where Technical Bid will be opened and evaluated on the time and date mentioned above. Financial Bid will be opened after opening and evaluation of Technical Bid.
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 submission 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 debarment with IIMC.
7. **Rejection of Bids.** Conditional bids will be rejected.
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 BID SECURITY DECLARATION CERTIFICATE (as per Appendix ‘F’).
10. **Performance Bank Guarantee.**
  - (a) 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 favour of “INDIAN INSTITUTE OF MANAGEMENT CALCUTTA” payable at KOLKATA, in the form of Insurance Surety Bond, 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) PBG will be for an amount of **FIVE PERCENT (5%)** of the monthly value of the contract as specified in the bid document and it will be refunded 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. PBG should be 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 *IIM Calcutta* should not suffer. It should be clearly understood that the difference between the Performance Security deposit and

the EMD will be deposited by the Service Provider/Bidder. Proforma of Performance Bank Guarantee is enclosed at **Appendix J** to this RFP.

11. 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.
12. These instructions on “Invitation of Bid” are to be signed by you and returned along with your bids.
13. **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. **Scope of Work (SoW)/ Schedule of Requirements (SoR).** As per **Appendix 'A'** attached to this RFP.
2. **Eligibility Criteria.** The BIDDER shall fulfil the following criteria for submission of Bid:-

<b>Ser No</b>	<b>Description of Criteria</b>	<b>Documentary Evidence Required as Proof</b>
(a)	The BIDDER should have valid PAN Card	Copy of PAN Card
(b)	The BIDDER 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 BIDDER should have Head/ Branch/ Operational Office within 05 KM radius of IIMC	Copy of valid certificate should be attached
(d)	The BIDDER should have minimum ONE (01) Years' experience to work with Govt (Central/ State) Agencies/ IIMs/ IITs/ Educational Institutes	Copies of relevant Work/ Purchase Order to be enclosed
(e)	The BIDDER shall have minimum annual turnover of Rs. 09 Lakh (Rupees Nine Lakh Only) per year during the last two financial years with effect from 2020-21 to 2021-22	Copies of audited balance sheet duly audited/ certified by Chartered Accountant (as applicable) should be attached
(f)	The BIDDER should not be blacklisted/ debarred by any Govt (Central/ State) agencies during last 05 Years wef 2017-18 to till date	Self certified certificate should be attached

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

(a) The successful bidder(s) 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.

(b) 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.

(c) The representatives of the Successful Bidder(s) 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.

(d) Each page of the RFP and NIT is to be signed by the tenderer and duly stamped.

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

(f) 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.

(g) A BIDDER(s) who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is/are liable for rejection.

(h) 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.

(j) **The period of empanelment will be for TWO (02) YEARS** from the date of commencement of services/work.

(k) Representative of Successful Bidder(s) shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract.

(l) 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 Successful Bidder(s).

(m) 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.

(n) 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.

(o) 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.

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 terms and conditions of this RFP and requirement by IIMC.

6. **Pre-bid Conference/ Meeting.** Pre-Bid Conference/ Meeting is **15 JUNE 2023 at 1430 hrs** as stipulated in NIT, prospective bidders interested in participating in this tender should attend a Pre-bid conference to clarify Terms and 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. 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. **Terms & Conditions for Providing Services.**

(a) **Delivery of Packages.** Delivery of packages from one location to the other as per the BUYER's requirements. Successful completion of assigned tasks related to Courier Service as per the agreed terms and condition(s).

(b) **Schedules/ Timelines.** Timelines and scheduling product delivery and services thereby meeting the need of events; BUYER have specific timelines within which they require the parcel to be delivered at the desired destination.

(c) **Safety and Proper Delivery of Services.** Service providers must ensure safe and proper handling of the documents/ non documents couriers, quality services, cooperativeness and teamwork at all levels.

(d) **Proof of Delivery.** Service Provider must provide proof of delivery of the courier via online tracking, signed acknowledgement or SMS service. Service provider will pick the package and deliver to the specified destination as mentioned in the contract.

(e) **Service Provider's Obligations.**

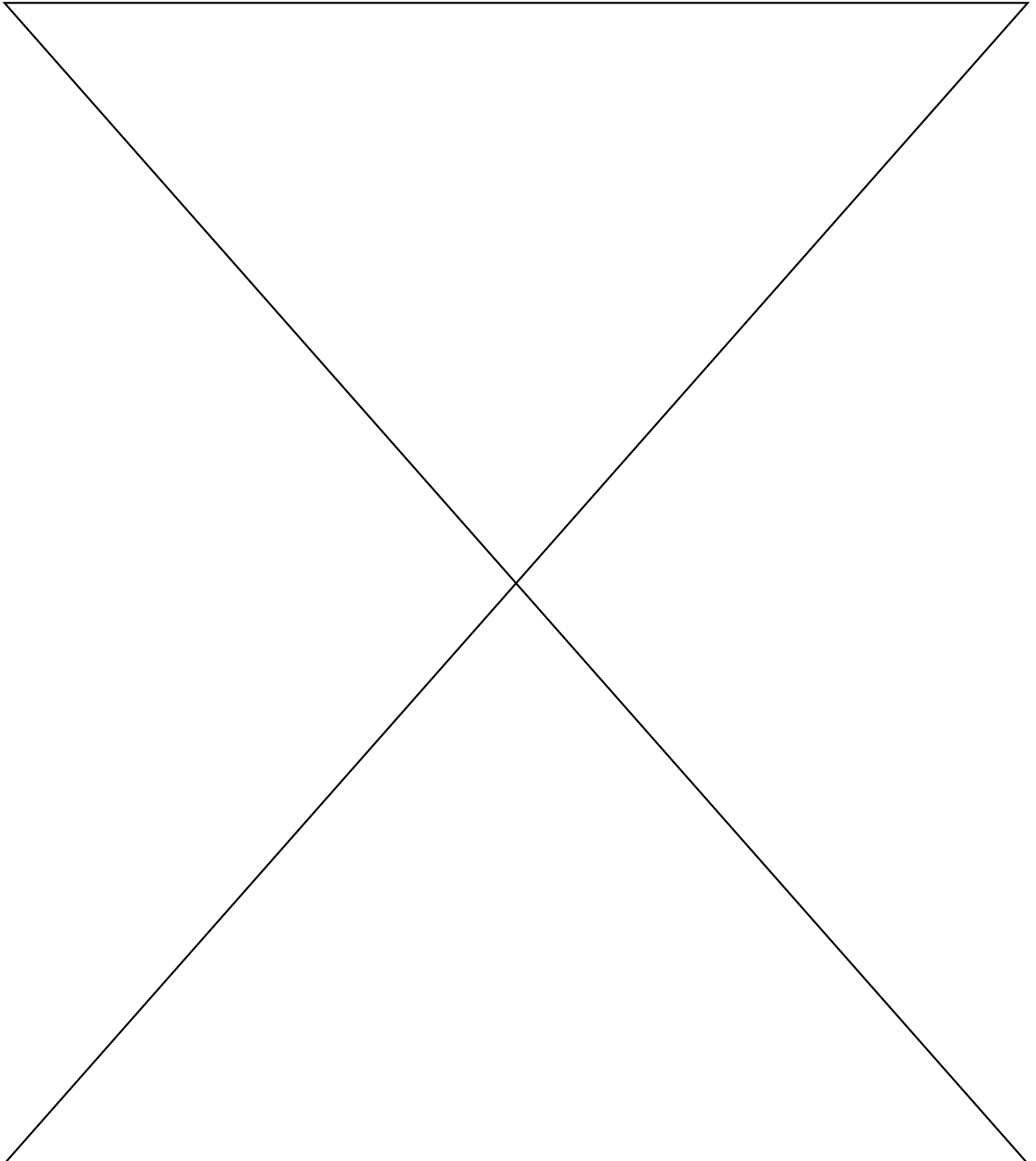
(i) The service provider shall be fully responsible about the conduct of their employee(s) and ensure that their behaviour with the employees of the BUYER is always good, cordial and highly professional.

(ii) The service provider shall guarantee uninterrupted service.

(iii) The service provider shall provide all equipment's and necessary support to safely move of materials/ documents to and from vehicles and in transit without damage.

(iv) It shall be the responsibility and obligation of the BIDDERS to ensure safety and security of the consignment entrusted to him for carriage and to effect the delivery to the designated place in the same sound condition as received by him and within the time schedule stipulated. Any destruction, deterioration, or damage or breakage caused to the consignment shall be compensated by the Service Provider.

(v) The service provider shall be responsible for all injuries and accidents to persons employed by him. The Service Provider shall make adequate arrangement for watch and ward of their materials and shall ensure safety, breakage and any theft of materials fixed or unfixed by them.





### **PART III - STANDARD CONDITIONS OF RFP**

1. Bidder is required to give confirmation of their **Acceptance of the Standard Conditions (as per Appendix 'C' attached to this RFP)** 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 be 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/ Empanelment Order.** Empanelment will be in effect from the day of issue of Work/ Purchase/ Empanelment Order.

4. **Award of Contract/ Empanelment Order.**

(a) **Period of Empanelment.** The contract will be awarded initially for **TWO (02) YEARS** from the date of issuance of Work/ Purchase/ Empanelment Order which can be reviewed any time during the period of empanelment. If the performance is found unsatisfactory at any point of time, the Empanelment Order may be terminated before the normal tenure owing to cessation of requirement or deficiency in service or substandard quality of products or malpractices in quantity by the Successful Bidder(s).

(b) **Right of Empanelment.** IIMC reserves the following absolute rights:-

(i) The right to empanel any number of BIDDER(s) and award Empanelment Order(s).

(ii) The absolute liberty to empanel any number of additional BIDDER(s) [subject to fulfilment of the terms & conditions of this contract and eligibility criteria of BIDDER(s)] at any point of time during the duration of contract.

(c) **Renewal/ Extension of Empanelment Period.** Period of Empanelment can be extended Yearly Basis for another period of THREE (03) Years. Renewal/ Extension of Empanelment will be made operative right after the expiry of the existing empanelment without any gap with the consent of both BUYER and SERVICE PROVIDER on the basis of performance and in accordance with same terms and conditions of existing Empanelment Order. Any revision/ change of base rate if any by the SERVICE

PROVIDER can be reviewed by the BUYER as per their discretion. However, rest of the terms and conditions of Empanelment Order will not be changed/ revised/ modified under any circumstances.

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 User Department 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 offence 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 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:-
- (i) 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.

- (vi) Found inferior quality of service.
- (vii) Found any type of malpractice directly/ indirectly involve/ not involve any officials (irrespective of nature and type of employment) of IIMC.
- (viii) Misbehaviour with any officials of IIMC including Drivers/ Co-Drivers/ Conductors of IIMC Vehicles.

(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) The delivery of the service (s) is delayed for causes not attributable to Force Majeure for more than 24-48 HOURS beyond stipulated time and due to causes of Force Majeure for more than 72 HOURS after the schedule time of delivery.

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

(e) The BUYER has noticed that the BIDDER has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

(f) As per decision of the Arbitration Tribunal.

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

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

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

11. **Penalties.** The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for termination of the contract. Quantum of penalty is as under:-

Ser No	Events	Status	Penalties
(a)	Delay in Delivery	Very Critical	Penalty of 5% of the courier charges per parcel per day for the delay
(b)	Damage Packet/ Documents	Very Critical	

12. **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.

13. **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.

14. **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 (e-Publishing). All the BIDDER(s) shall take cognizance of such amendments. The amendments, if any, shall be binding on the BIDDER.

15. **Taxes and Duties.** As per the latest rules of Government (Central/ State) in vogue. Any change in TAX and DUTIES upward/downward as a result of any statutory variation in excise taking place within contract terms shall be effective as per the directions of Government (Central/ State).

## **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. **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) It is mandatory to the BIDDER 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.
- (b) Ink signed copy of Service provider's invoice.
- (c) 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)
- (d) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
- (e) Service Provider shall raise the Invoices as per the arrangement in in the contract (Monthly/ Quarterly) towards Service rendered in the previous month/ quarter to the BUYER. Invoicing to be done on actual number of couriers done in a month/ quarter.
- (f) **Bills needs to be submitted in a timely manner and work order wise.**
- (g) On receipt of final payment, BIDDER/ SERVICE PROVIDER should furnish a '**NO CLAIM CERT**' as per **Appendix 'D'** of this RFP.

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

4. **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.

5. **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.

6. **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.

7. **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.

8. **Inspection Authority.** The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be User Inspection.

9. **Special Terms and Condition of Service.**

(a) While every effort has been made herein to provide comprehensive and accurate background information and requirements, service provider shall be responsible for planning and execution of the services as expected and agreed to meet the requirements.

(b) The timelines and schedules for each delivery or completion of service shall be strictly adhered to and shall be deemed to be the essence of the contract. For reasons other than those beyond service provider’s control and is not as per specification agreed to or if the time schedule is not adhered to and the said service is delayed during delivery inter alia, the BUYER shall have all the rights to exercise and invoke relevant clause of termination on account of default. Provide link to an online shipping portal system that includes internet tracking/ tracing services to track shipments and provide proof of delivery, status and reasons of delay in delivery beyond designated and agreed timelines and confirmations.

(c) In case the materials are delivered at wrong destination or short delivered it will be the responsibility of the BIDDERS to collect the material and deliver to the correct place at the risk and expense of bidders. Service Provider will not be eligible for any payment on account of such additional trips involved.

(d) The Service Provider will be responsible to deliver the consignment at any location within the area specified in the contract irrespective of whether they have any Branch Office at that location or not.

(e) All road/ air/ sea (Inter/ Intra State/ National/ International) permits or licenses or any other relevant authorisation from competent authority as required for the transportation/ delivery of parcel (document/ non-document) shall be obtained by the Service Provider at its own cost. All air/ road/ sea rules pertaining to different States/ Countries should be followed by the Service Provider. While accepting the consignments for delivery the Service Provider should ensure that necessary document for check post are collected, so that consignment is not detained en-route for want of these documents. Any detention/ demurrage cost or expense incurred on this account shall be the Service Provider's responsibility to get the consignment released and delivered in time. In case of floods/ strikes/ riots, materials should be kept in the vault and safe custody of parcel (document/ non-document) lies with the Service Provider.

(f) Physical Return to Origin (RTO) courier should be returned after completion of three attempts to the location specified by the BUYER.

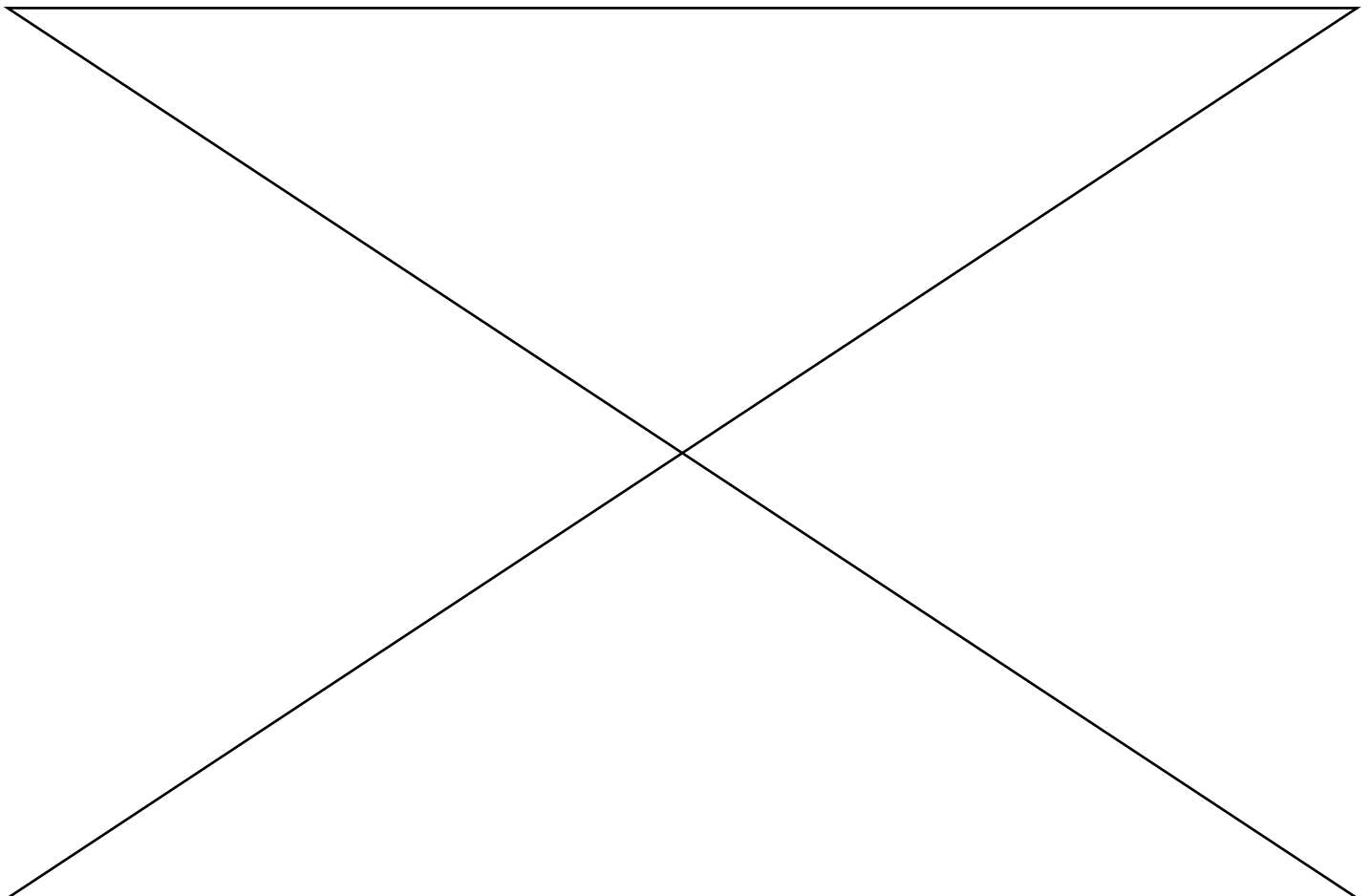
(g) All undelivered couriers should be held in a safe custody of Service Provider. Under NO circumstances should it be left with the courier boy/ agency. In such cases, Proof of Delivery to be submitted within 30 days of confirmed delivery.

10. **Additional Terms and Conditions.**

(a) Seller will have to execute a 'Non-Disclosure Agreement' with the BUYER to maintain secrecy and confidentiality of the work allotted. In this regard, BIDDER must submit Integrity Pact as per **Appendix 'G'** attached to this RFP.

(b) Service Provider must ensure the safe keep and confidentiality of the courier documents. BUYERS should be free to carry out pre-delivery inspection as and when required.

(c) BUYER will not be responsible for any dispute arising between Courier/ Transport and or any other agency which is being deployed by the Courier Agencies.



**PART V – EVALUATION CRITERIA**

1. **Evaluation Criteria.** All the bids will be evaluated in Two Stage Double Envelope System i.e. Technical Eligibility Criteria will be evaluated first. Financial Bid in respect of those Bidders who are found eligible/qualified in Technical Evaluation Stage will be opened and evaluated. Technical Evaluation will be carried out as per Technical Eligibility Criteria of Bidders as per **Appendix 'E'** attached to this RFP.

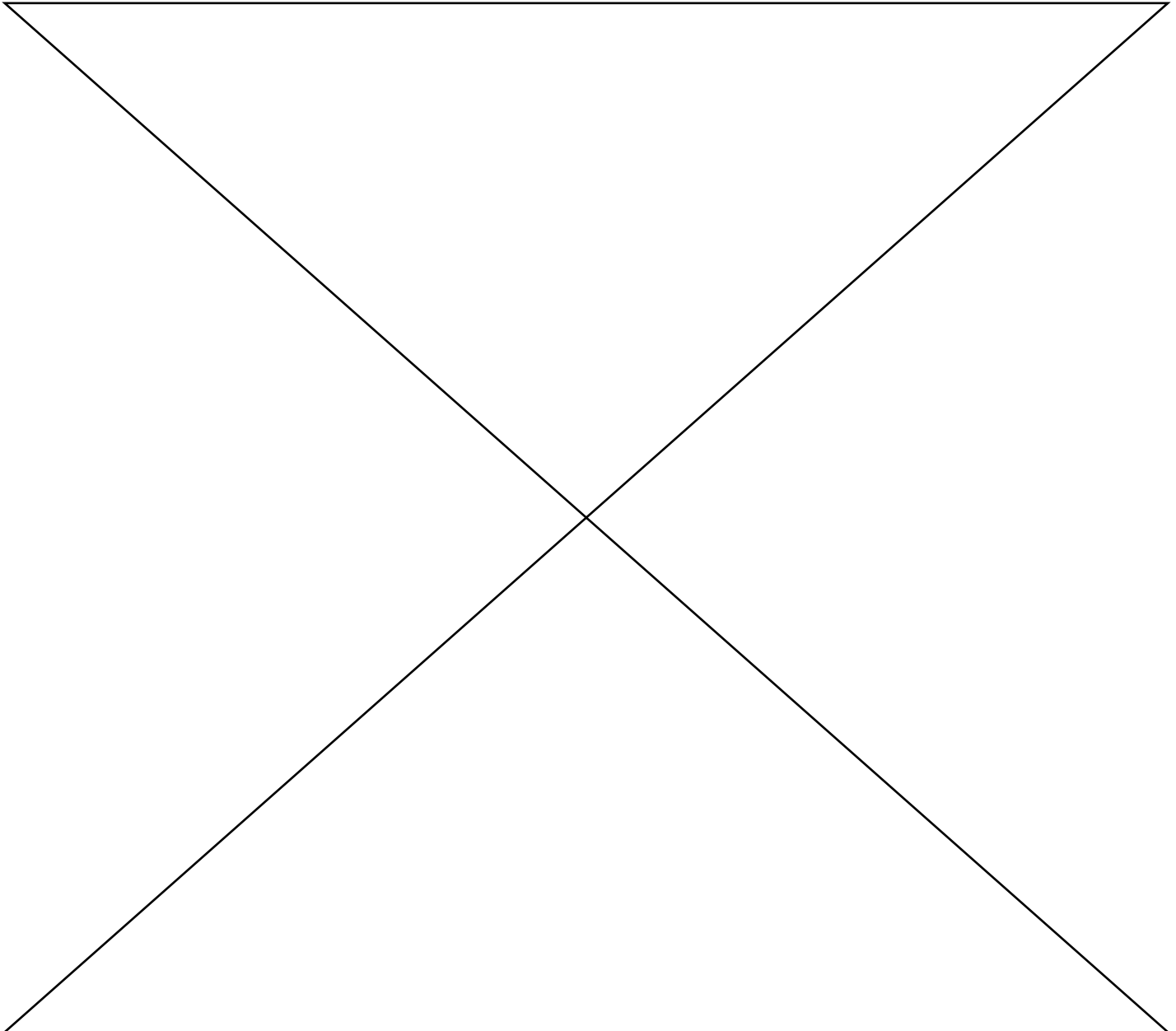
2. **Price Bid.**

(a) BIDDER must have to quote for each categories of items in accordance with BOQ (Price Bid Format).

(b) Rates should be quoted in both words & figures.

(c) The quoted rate/Discount should be inclusive of all excise duty, surcharges, GST, packing & delivery charges, OCTROI etc., as stipulated in the Schedule.

(d) Successful bidder i.e. L1 Bidder would be the bidder who offered lowest rate in all categories. However, if a L1 selected Bidder refuses to accept the offer to work or submits conditional acceptance, the offer shall be made to the L2 Bidder (the bidder offered subsequent Lower Rate) to work on subsequent lower rate. In case of non-acceptance by L2 bidder, the process will be repeated till last bidder is exhausted. The bidder(s) will be ranked in order of Lowest to Highest Discount.



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

1. **General.**

(a) Courier services shall mean collection of packets/parcels containing documents/ non-document/ programme materials like books, brochures, certificates etc. from the designated office at Indian Institute of Management Calcutta (hereinafter refereed as IIMC) on daily basis.

(b) The courier agency shall arrange for their accredited representatives for collection and delivery of packets/parcels, from and to, the IIMC on all working days (as per the schedule of Central Government). The representative shall be provided with a suitable letter of authority/identity card (KYC of representative should be submitted with IIMC) without which they shall not be allowed to collect or deliver the packets / parcels and the liability for failure to provide service on the ground vests with courier agency. The representative shall acknowledge receipt of the packets/ parcels delivered to him on a copy of the accompanying consignment note which will be retained by our consigner offices. For delivery of packets / parcels to consignee address, one copy of consignment note will be handed over to the addressee against acknowledgment on its other copy which will be retained by the courier Agency.

(c) The courier agency shall ensure that the couriered packets / parcels are delivered at the proper place of addressee / consignee only against full signatures, designations and stamp with telephone numbers of the authorized representative of the addressee / consignee and obtain proof of delivery (POD) within specified time limit.

(d) It shall be the absolute responsibility of the courier agency to ensure that the packets / parcels delivered to its authorized representative duly sealed, their packets / parcels or their contents are not tampered with / damaged in any manner whatsoever and the packets / parcels are not misplaced, lost or stolen and be delivered in the same condition as were accepted from consignor branch / office to the addressee branch at their door step / Inward counter.

(e) The courier agency shall submit their bills, on a monthly/ quarterly basis, at the respective Office of IIMC from where consignments are collected, along with date wise collection and delivery details including proof of delivery (PODs) and charges thereof. No third-party bill shall be entertained for payments.

2. **Responsibility of Packaging.** Responsibility of packaging (all items – Documents/ Non Documents) is the onus of the Service Provider.

3. **Clearance Timing.** Parcel should be collected twice in a day. Whereas the first clearance time will be given by Service Provider, the second clearance time will be given by Procuring Entity on mutual agreement. Service Provider shall submit the same as per **Annexure 'I'** attached to this RFP. The suggested schedule of clearance will be as under:-

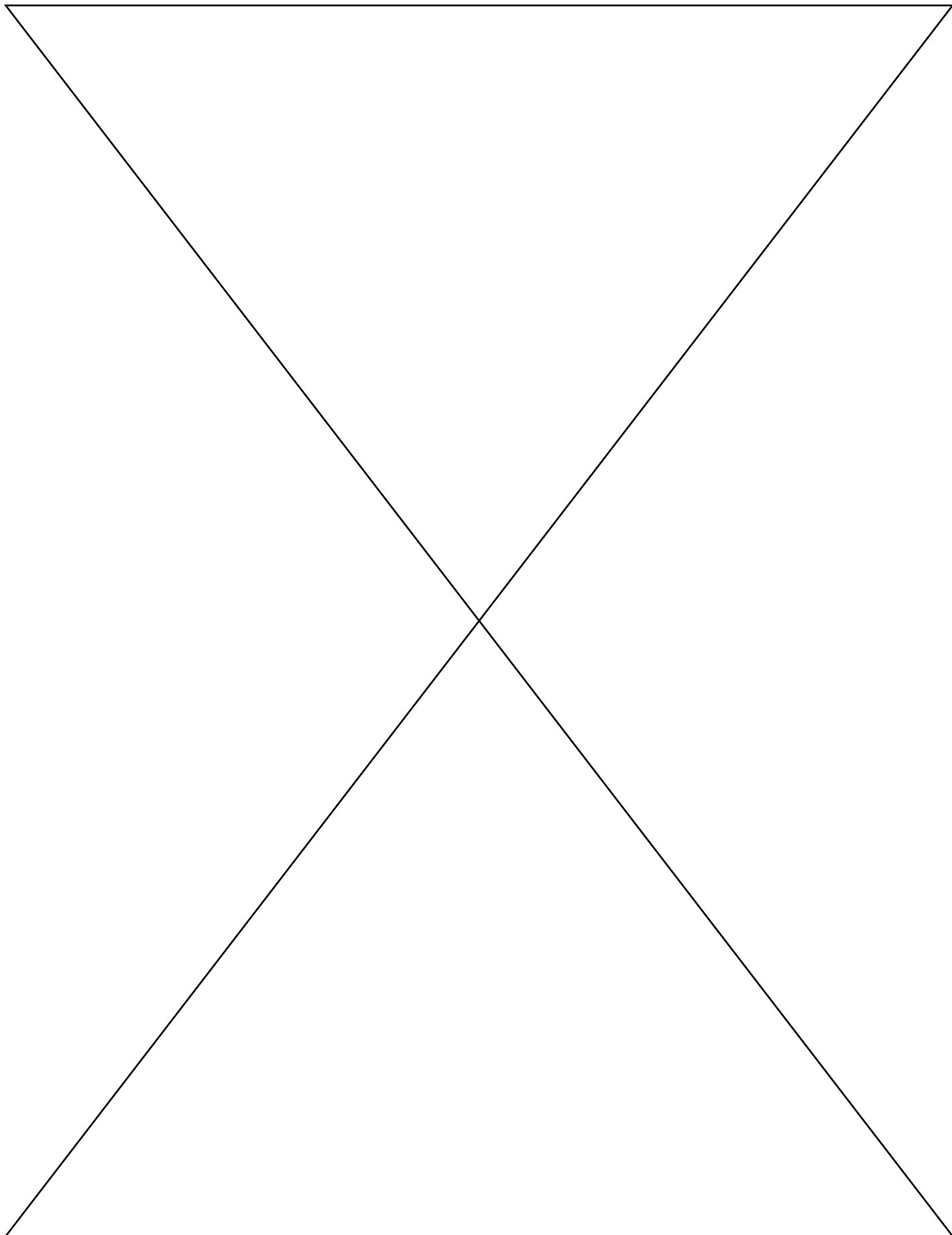
<b>Ser No</b>	<b>Clearance Type</b>	<b>Clearance Time</b>	<b>Remarks</b>
(a)	First Clearance	____ Hours	It should be preferably before 1200 hours OR the time preferred by the Service Provider so that the Mails and Parcels/ Packages of that day can be transhipped on the same day from the Hub of Service Provider.
(b)	Second Clearance	____ Hours	It should be preferably between First Clearance to till 1700 hours OR the time preferred by the Service Provider so that all the Mails and Parcels/ Packages be cleared from IIMC and can be transhipped on next Clearance from the Hub of Service Provider.

4. **Non-Deliverable Items.** Service Provider must submit a clear cut list of NON-DELIVERABLE ITEMS, so that there should not be any ambiguity between Procuring Entity and Service Provider about what is deliverable and what is not in accordance with the updated Rules of Postal and Telecommunications Department of



Government of India. **A SEPARATE LIST MUST BE ATTACHED DULY SIGNED BY THE SERVICE PROVIDER AS A PART OF TECHNICAL BID DOCUMENT.**

5. **Docket Sheet.** Service Provider shall provide all the Docket Sheet within TWENTY FOUR (24) from the date and time of collection of Parcel/ Consignment from IIMC.



**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	PAN Details			Enclose Proof
6	GST Registration No			Enclose Proof
7	Average Annual Turnover of last three Financial Year			Enclose Proof (Audit Reports)
8	Net profit for last three Financial Year (Audited OR Certified by CA)			Enclose Proof (Audit Reports)
9	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”.**

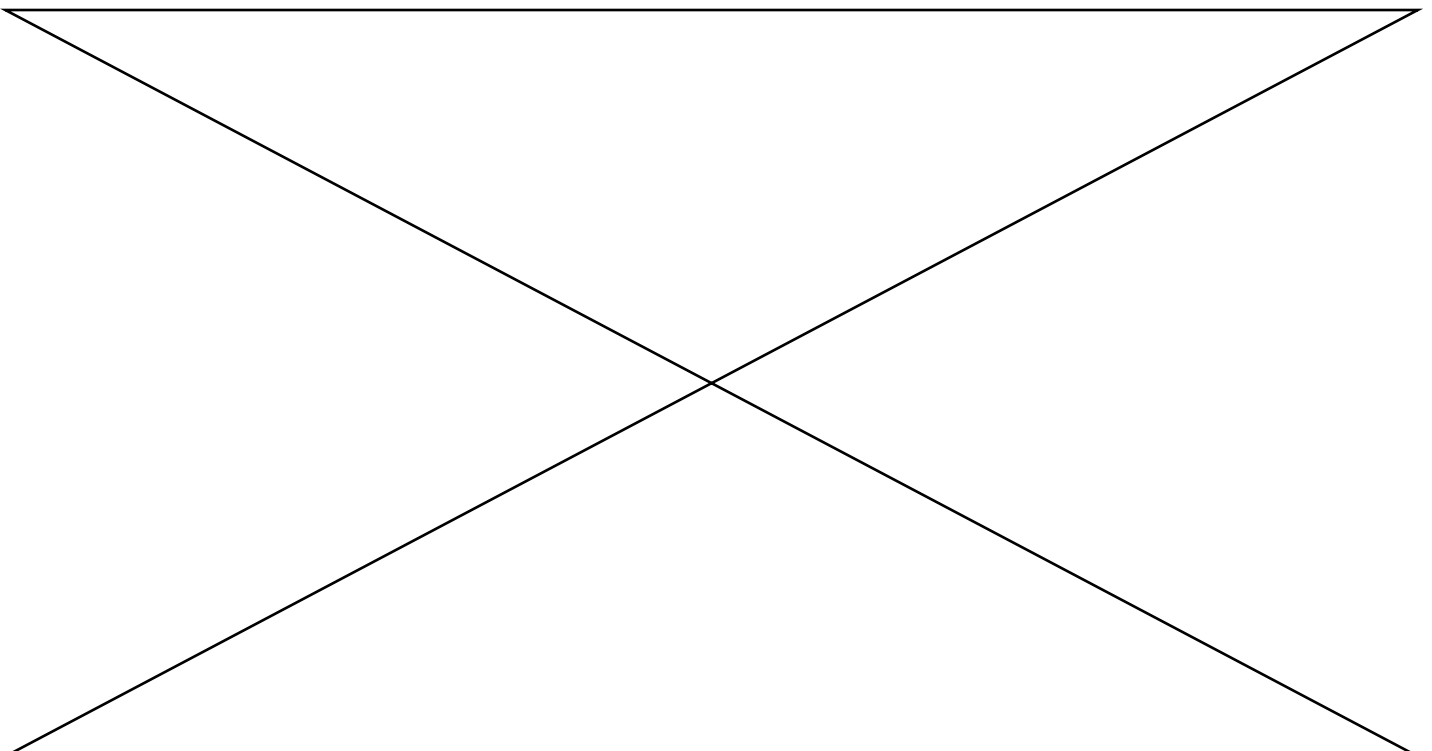
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]



**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)

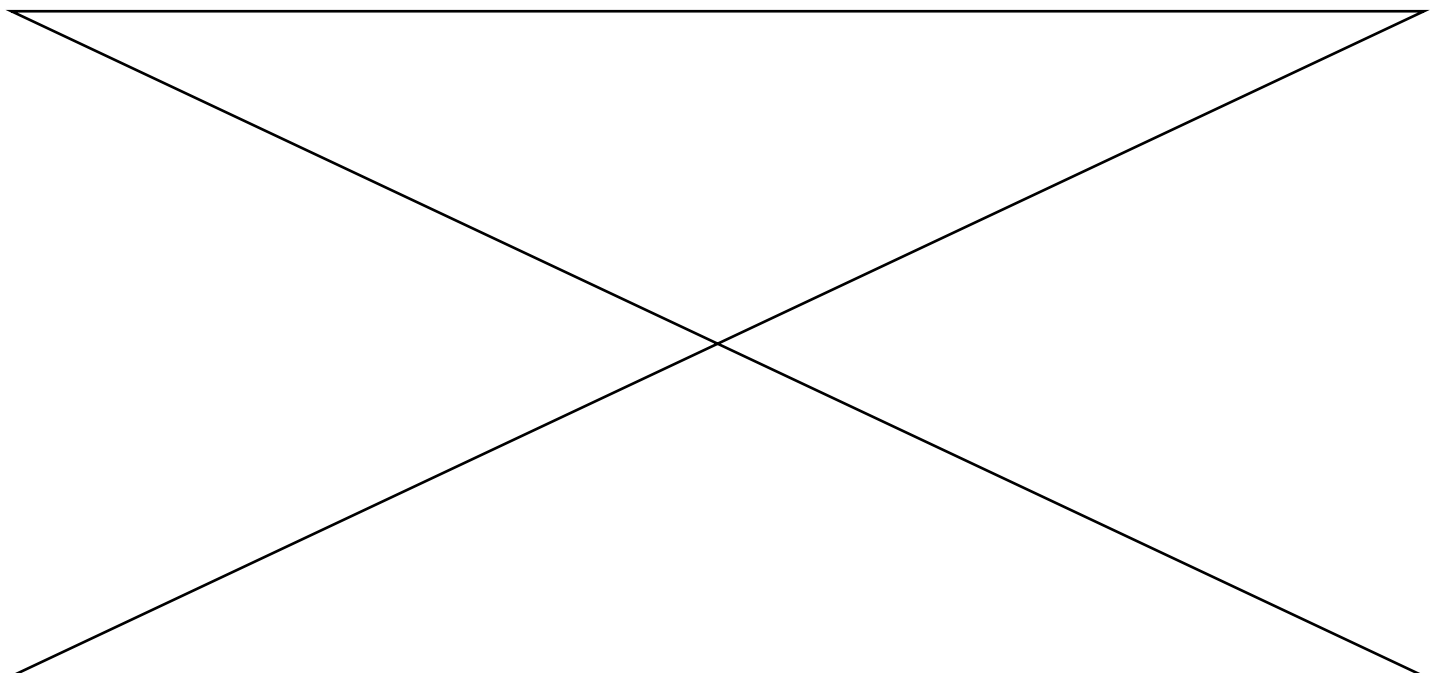
.....  
(Name and designation)

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.



**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.

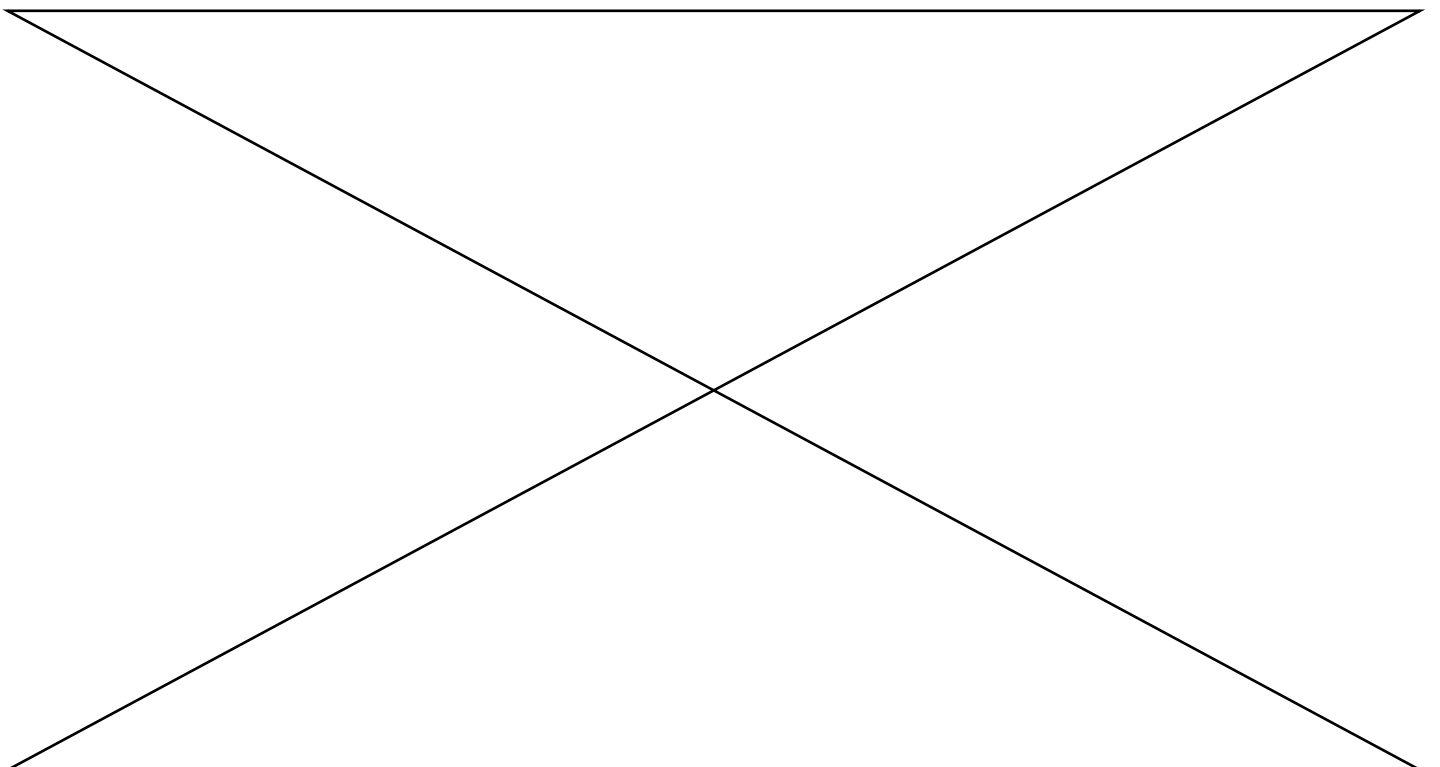
Yours faithfully,

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

(company Seal)

Date:

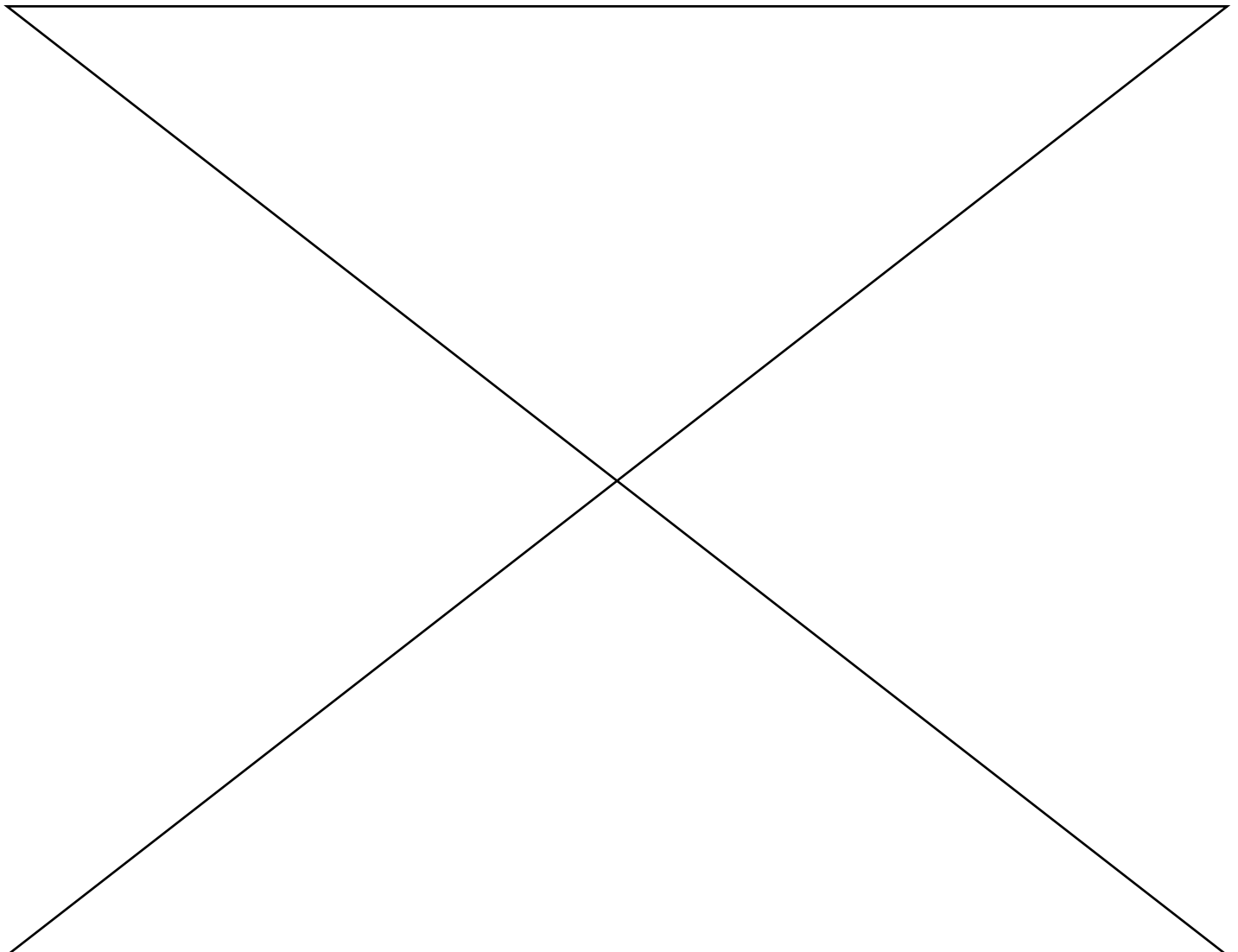
Place:



**TECHNICAL BID EVALUATION CRITERIA/ VENDOR'S ELIGIBILITY**

1. **Eligibility Criteria.** The BIDDER(s) shall fulfil the following criteria for submission of Bid:-

<b>Ser No</b>	<b>Description of Criteria</b>	<b>Documentary Evidence Required as Proof</b>
(a)	The BIDDER should have valid PAN Card	Copy of PAN Card
(b)	The BIDDER 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 BIDDER should have Head/ Branch/ Operational Office within 05 KM radius of IIMC	Copy of valid certificate should be attached
(d)	The BIDDER should have minimum ONE (01) Years' experience to work with Govt (Central/ State) Agencies/ IIMs/ IITs/ Educational Institutes	Copies of relevant Work/ Purchase Order to be enclosed
(e)	The BIDDER shall have minimum annual turnover of Rs. 09 Lakh (Rupees Nine Lakh Only) per year during the last two financial years with effect from 2020-21 to 2021-22	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable) should be attached
(f)	The BIDDER should not be blacklisted/ debarred by any Govt (Central/ State) agencies during last 05 Years wef 2017-18 to till date	Self certified certificate should be attached



**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:-

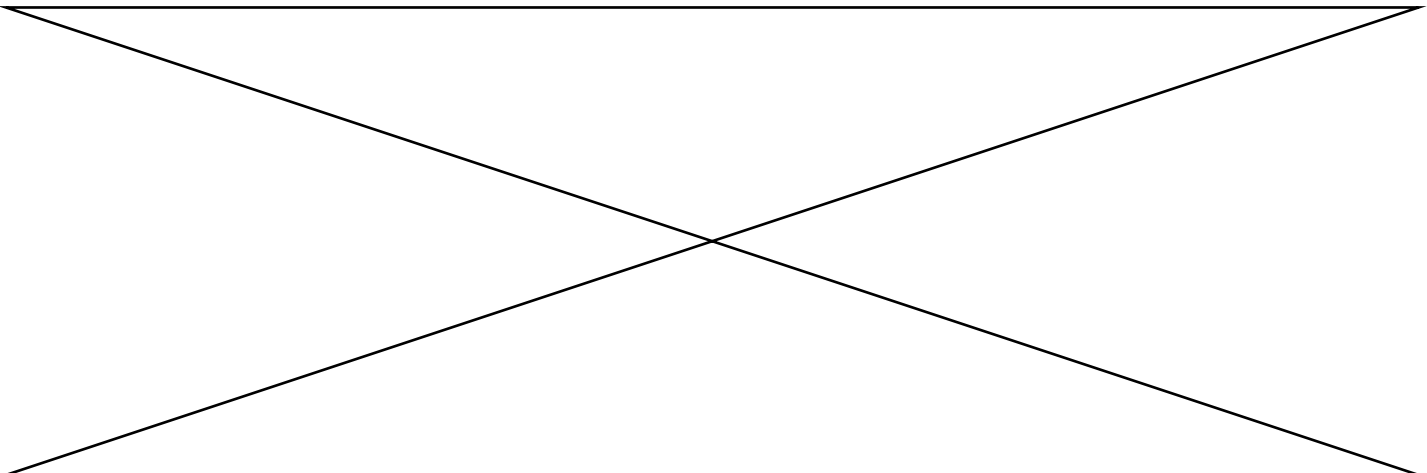
- (a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.
- (b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security 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:.....



**INTEGRITY PACT**

(To be signed on Plain Paper)

**INTEGRITY PACT FOR TENDER DOCUMENT NO**

**TENDER TITLE**

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_202\_\_ at \_\_\_\_\_, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. \_\_\_\_\_ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the 'The Principal'**

1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

The Principal shall exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

**Section 2 - Commitments of the 'Bidder/ Contractor'**

3) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.

c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

5) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

6) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

7) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

8) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors**

9) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

10) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

11) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



## **Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

## **Section 8 - Independent External Monitor**

12) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

13) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.

14) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

15) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recues himself/ herself from that case.

16) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

17) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

18) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

19) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

20) The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

## **Section 10 - Other provisions**

- 21) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- 22) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 23) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 24) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 25) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 26) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 27) For and on behalf of the Principal

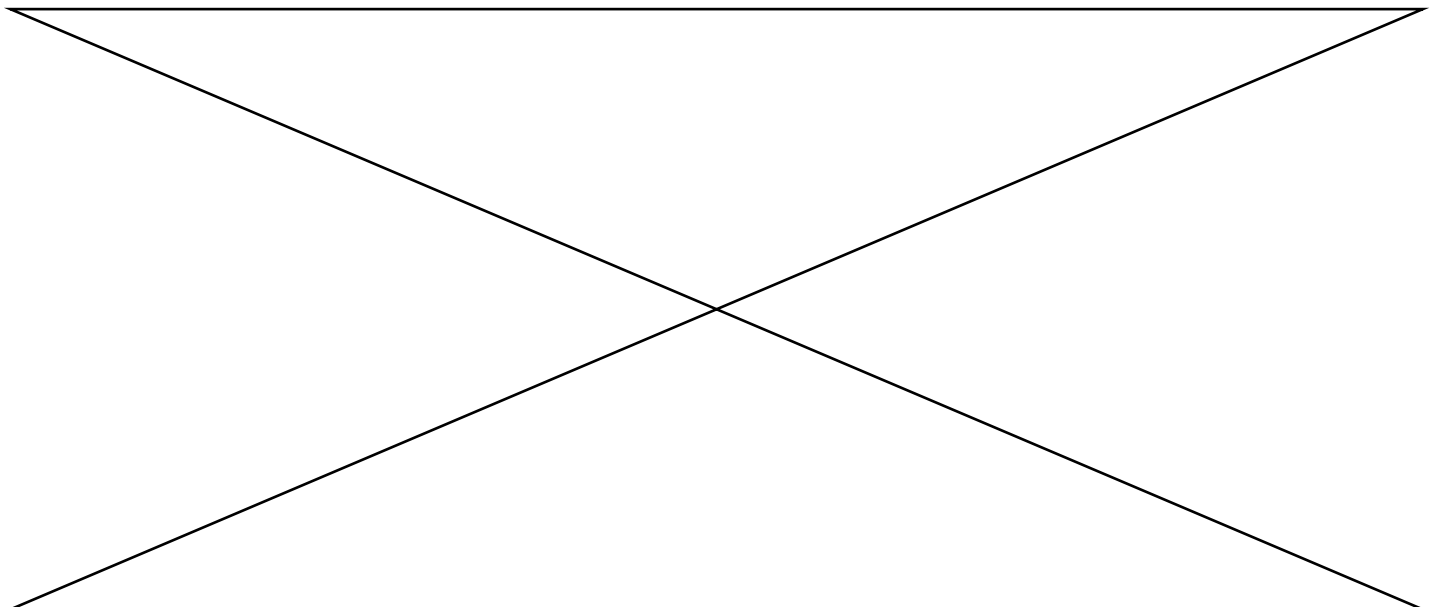
(Name of the Officer and Designation)  
(Office Seal)  
For and on behalf of 'Bidder/ Contractor'

(Name of the Officer and Designation)  
(Office Seal)  
For and on behalf of the Principal

Place  
Date

Witness 1:  
(Name & Address)

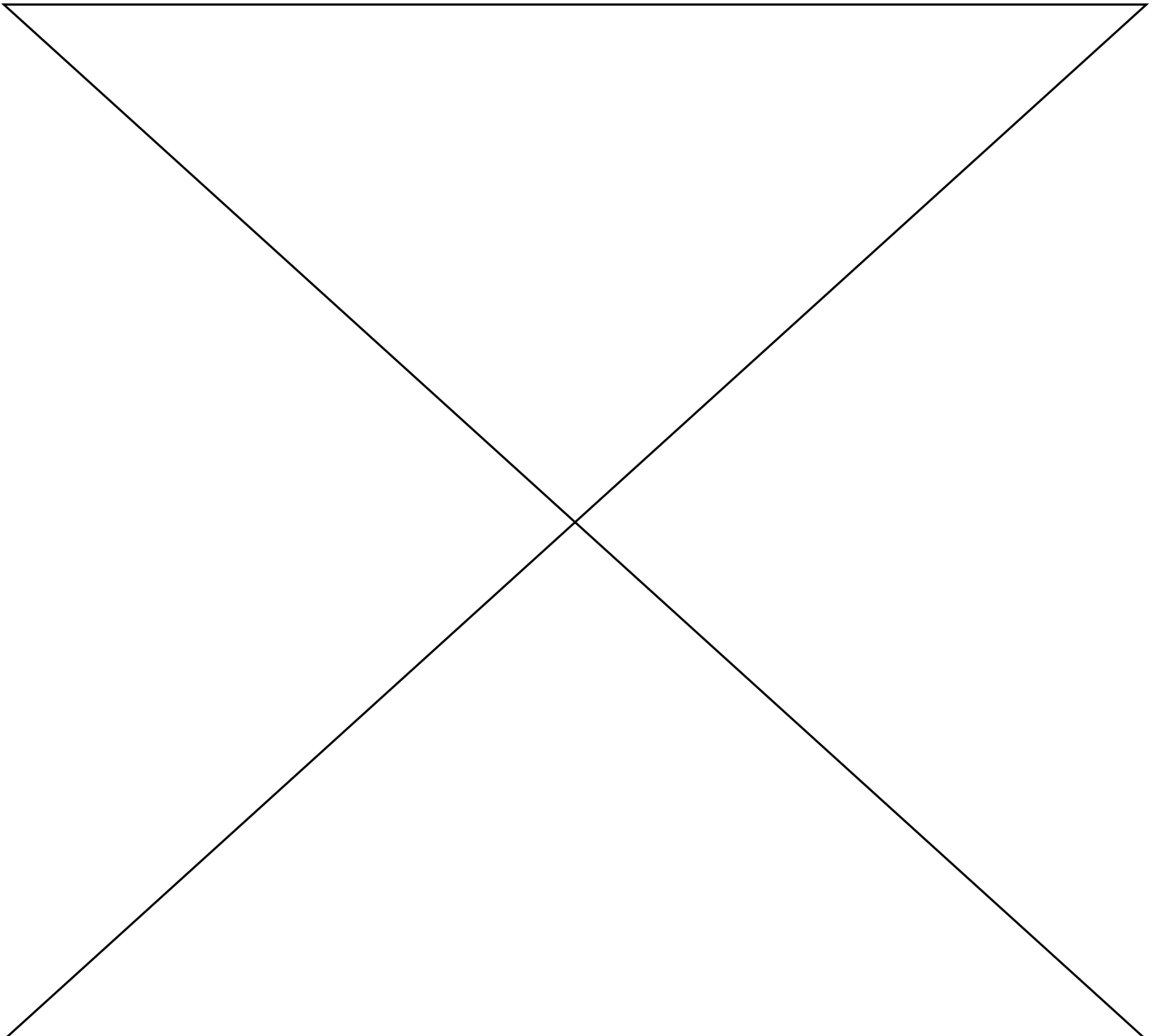
Witness 2:  
(Name & Address)



**PRICE BID FORMAT**

<b>Ser No</b>	<b>Details of Services</b>	<b>Rates for Intra City (Including all Taxes, if any)</b>	<b>Rates for Intra State (Including all Taxes, if any)</b>	<b>Rates for Global Destination (Including all Taxes, if any)</b>
1.	Up to 100 gms			
2.	Every additional 100 gms and part thereof up to 1 Kg			
3.	Above 1 Kg			
4.	Every additional 1Kg or part thereof up to 10 Kgs			

**NOTE.** In addition to above mentioned Price Bid Format, Bidder may submit their own Price Bid in their standard format.



**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 said 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 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)

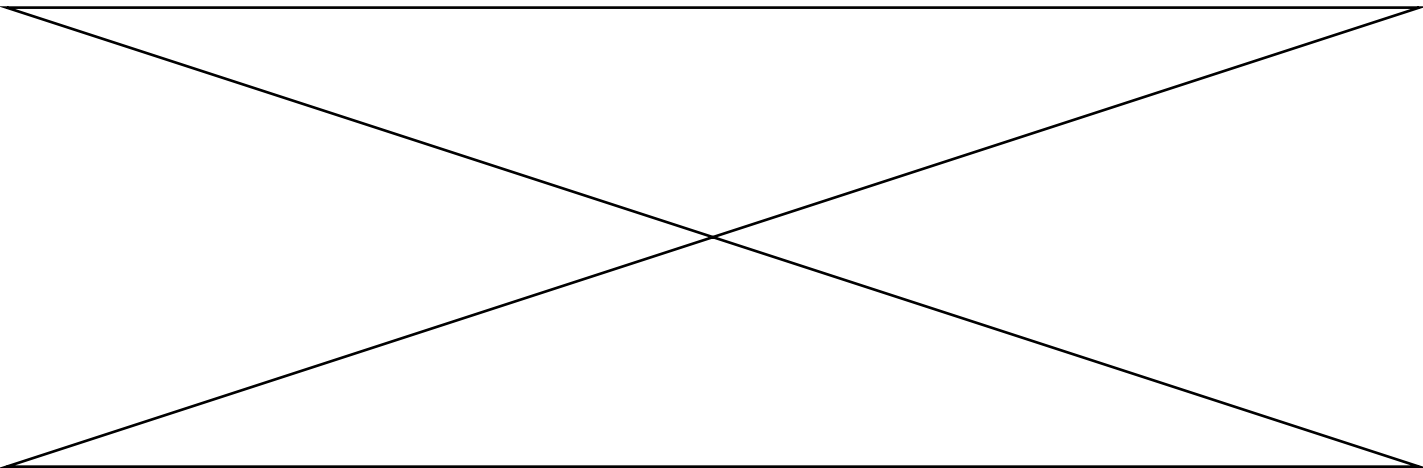
.....  
.....

Name and designation of the officer

.....

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.



**CLEARANCE TIMING OF PARCEL/ CONSIGNMENT**

<b>Ser No</b>	<b>Clearance Type</b>	<b>Clearance Time</b>	<b>Remarks</b>
1.	First Clearance	___ Hours	It should be preferably before 1200 hours OR the time preferred by the Service Provider so that the Mails and Parcels/ Packages of that day can be transhipped on the same day from the Hub of Service Provider.
2.	Second Clearance	___ Hours	It should be preferably between First Clearance to till 1700 hours OR the time preferred by the Service Provider so that all the Mails and Parcels/ Packages be cleared from IIMC and can be transhipped on next Clearance from the Hub of Service Provider.

