



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

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

TENDER DOCUMENT

**TENDER REFERENCE NO
IIMC/ADVT/CONV/IV/2022-23
DATE: 27 JANUARY 2023**

FOR

**PUBLICATION OF ADVERTISEMENT IN THE NEWSPAPERS (TOI &
THE ECONOMIC TIMES (COMBINED EDITION) FOR ANNUAL
CONVOCATION - 2023**

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

TENDER REFERENCE NO: IIMC/ADVT/CONV/IV/2022-23

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PUBLICATION OF ADVERTISEMENT IN THE NEWSPAPERS (TIMES OF INDIA & THE ECONOMIC TIMES) (COMBINED EDITION) COLOUR (SIZE: 8 CM X 4 CM) MUMBAI+DELHI (FULL EDITION RUN) CHENNAI + KOLKATA (CITY RUN) FOR THE ANNUAL CONVOCATION - 2023

Sir,

1. On behalf of the Director, Indian Institute of Management Kolkata, ONLINE bids are invited from the empanelled Advertising Agencies for *PUBLICATION OF ADVERTISEMENT IN THE NEWSPAPERS (TIMES OF INDIA & THE ECONOMIC TIMES (COMBINED EDITION) COLOUR (SIZE: 8 CM X 4 CM) MUMBAI+DELHI (FULL EDITION RUN) CHENNAI + KOLKATA (CITY RUN) FOR ANNUAL CONVOCATION - 2023.*

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 (Request for Proposal) is to be submitted for Techno-commercial Bid duly every page signed & stamped 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/ 1063 and +91-33-7121 1070, +91-33-7121 1061 and +91-33-7121 1063 (Direct)

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

(e) **Help Line.** Toll free number of Central Public Procurement Portal (0120-4001002 /1005/0210 6277787)

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' – Price Bid
- (h) Appendix ' H'- Bid Security Declaration

7. 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.

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

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

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

Date: 2022

Signature of Tenderer

(Name in Block letter)

(Capacity i.e. Proprietor/Partner with stamp)

PART I – GENERAL INFORMATION

1. **Last date and Time:** - 06 FEBRUARY 2023 at 0930 hours.
2. **Manner of Depositing the Bids.**
 - (a) Bids must be uploaded till the deadline for submission mentioned in Tender Document. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall *not* be extended.
 - (b) Originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents only **may be** physically submitted in the Tender Box kept at entry point of Administrative Building of IIMC, Kolkata in sealed cover by the last day of physical submission of documents as same as the last day of ONLINE BID submission date as mentioned in Para 1 of Part-I. If the office is closed on the deadline for physical submission of originals, it shall not be stand extended to the next working day.
 - (c) 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.
3. **Schedule of Bids Opening.**
 - (a) **Techno-commercial Bids.** 07 FEBRUARY 2023 at 1000 hrs.
(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 the entry point of Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104.
5. **Bidding System.** Single Stage Single Envelope Bidding system has been adopted wherein the Techno-Commercial Bid (as per **Appendix ‘G’**) would be opened at the time and date mentioned above. Bidders are to submit their competitive rates as per **BOQ in CPP Portal**.
6. **Modification, Resubmission and Withdrawal of Bids.**
 - (a) **Modification & Resubmission.** Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.
 - (b) **Withdrawal.** The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanor.
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.
 - (c) Unsolicited bids will be rejected as per Rule 162 (ii) of GFR 2017.

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/Bid Security.** A Bid Declaration Certificate must be submitted as per **Appendix-G** to this RFP.
10. 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 shown in the schedule of requirements in Part II or RFP without cause assigned.
11. These instructions on “Invitation of Bid” are to be signed by the Bidder and returned along with Techno-Commercial bids.
12. **OTHER THAN THE TERMS & CONDITIONS MENTIONED IN THIS RFP (TENDER DOCUMENT), THE RULES AND PROVISION OF “GENERAL FINANCIAL REGULATION-2017” AND “MANUAL FOR PROCUREMENT OF GOODS UPDATED IN JUNE 2022 (AMMENDED FROM TIME TO TIME)” WILL BE IN VOGUE IN CASE OF ANY DISPUTES ARRISE 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 minimum eligibility criteria are as under:-

Sl. No.	Description	Remarks
(a)	Agency should have a valid GST Number	Relevant Valid current document needs to be submitted
(b)	Agency should have a valid PAN	
(c)	The advertising agency should have accreditation of Indian Newspaper Society (INS) for Press Advertisement	
(d)	The firm should have not been blacklisted by any Central/State/Autonomous Bodies or Institute/Public Sector Undertaking	Self-declaration is required in the letter head of firm

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

(a) The selected Advertisement Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Institute's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. IIM Calcutta reserves the right to impose penalty in case of any violation of the above. **Selection of artwork will be entirely on Institute's discretion and IIM Calcutta will not pay charges for submission of artwork.**

(b) **IIM Calcutta reserves the right to make necessary modification to the selected artwork, concept etc. and the concerned Advertising Agency will be required to carry out the modifications suggested in the artwork. The said proof of reading needs to be approved form the Competent Authority before publishing the same.**

(c) It shall be the responsibility of the Agency to release all the Advertisements in the required space to ensure that the matter is in clearly readable format published in the newspapers.

(d) If the selected Advertisement is misprinted or published differently from the approved art work, the Agency will publish corrigendum/correct Advertisement etc. thereof at their own cost at the earliest (within a week / next publication of the said Newspapers).

(e) Translation of the Advertisement matter whenever required will be done by the Agency free of cost and the Agency will be responsible for the same.

(f) Payment shall be made through NEFT within (thirty) days after receipt of the final bill, duly supported by all the newspaper clippings (in original).

(g) No extra payment shall be made for conceptualization, creation, designing and development of Advertisement issued through Newspapers/Magazines/Journals.

(h) In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be referred to the sole Arbitrator to be appointed by the Director, IIM Calcutta and the award of the sole Arbitrator will be binding on both the parties, Further, any legal dispute arising out of any breach of contract pertaining to this empanelment shall be settled in the court of competent jurisdiction located within the local limits of Kolkata, West Bengal.

(i) Applications received after due date & time or without necessary documents will be rejected.

(j) 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.

(k) 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.

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

(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) 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.

(p) The **quoted rate will remain valid for a period of 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.

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

4. **Bidders Information.** Vendors are required to submit essential details in respect of their firms/company as per **Appendix 'B'** to this RFP as a part of techno-Commercial bid.

5. **Delivery Period.** The matter is required to be published as stipulated in the work order. **HARD COPY OF NEWSPAPERS WHEREIN THE ADVERTISEMENT IS PUBLISHED, SHOULD BE SUBMITTED PHYSICALLY TO IIMC WITHIN 07(DAYS) FROM THE DATE OF PUBLICATION WITHOUT FAIL. NON-COMPLIANCE OF THE SAME WILL BE TREATED AS DELAY IN COMPLETION OF WORK.**

6. **The Advertisement should be published in RIGHT HAND SIDE OF 3RD page.**

PART III - STANDARD CONDITIONS OF RFP

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the RFP 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 governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of the competent Court of Laws at Kolkata, West Bengal.

3. **Effective Date of the Contract.** The contract will be in effect from the day of issue of work order.

4. **Award of Contract.** The contract will be awarded for this Single Project (CONVOCATION FOR THE YEAR 2023) as one time basis.

5. **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. Director IIMC will be the Competent Authority for assign the Arbitration.

6. **Penalty for use of Undue influence.** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract 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.

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

8. **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.
- (b) In the event of premature closure of the contract for the said reason, the security deposit money shall be forfeited by IIM Calcutta.
- (c) The BIDDER/ SERVICE PROVIDER is declared bankrupt or becomes insolvent.
- (d) 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.
- (e) As per decision of the Arbitration Tribunal.
- (f) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders.
- (g) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (h) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

9. **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.

10. **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.

11. **Amendments.** At any time TWENTY FOUR (24) HOURS 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.

12. **Taxes and Duties:-**

- (a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (b) If reimbursement of GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- (c) If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result ignoring of such offers summarily.
- (d) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the SUPPLIER. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the Customer by the 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. **Performance Guarantee.** The Bidder will be required to deposit a Performance Guarantee by way of Bank Guarantee through any commercial banks or a private sector bank authorized to conduct government business for a sum equal to 3% (THREE PERCENT) of the contract value within FIFTEEN (15) working days from the date of award of contract. Performance Bank Guarantee should be valid up to sixty (60) days beyond the date of completion of all contractual obligations including warranty obligations. Performa of Performance Security Warranty is as per **Appendix 'D'** to this RFP.

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. **Payment Terms.** The Service Provider shall submit the bills along with all relevant documents 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. 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 artwork so published in Newspapers be submitted along with Bills/invoices in duplicate.
- b. Upon publish of the artwork 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.
- h. TDS and other taxes as applicable will be deducted from the agency's bill as per Govt. norms from time to time.
- i. 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. On receipt of final payment, BIDDER/ SERVICE PROVIDER should furnish a 'NO CLAIM CERT' as per **Appendix 'E'** of this RFP.

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

6. **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.

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

(a) The price charged for services under the contract by the SELLER shall in no event exceed the lowest prices at which the SELLER sells the services or offer to sell stores of identical description to any persons/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 SELLER 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.

8. **Risk and 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 action as thinks fit, at the Risk & Expense of the SERVICE PROVIDER for the unsupplied portion of the Goods / 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/ 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 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 quantity, which they failed to supply. The “failure to deliver the Goods/ Services” includes the following:-

- i. Supply of substandard Goods/ Services.
- ii. Failed to meet the specified standard of Goods/ Services as mentioned in Specification.
- iii. Failed to supply the alternative/ substitute Goods/ Services already rejected by the BUYER.
- iv. 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 SERVICE PROVIDER.

9. **Liquidated Damage (LD).** If the SERVICE PROVIDER fails to deliver/ provide any OR all of the Goods/ Services OR fails to perform the incidental Works/ Services within the date and time frame(s) incorporated in the contract (OR within the date and time mutually agreed by both the parties), the Procuring Entity (IIMC) shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed Liquidated Damages, but not as a penalty, a sum equivalent to the HALF PERCENT (½%) (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the TEN PERCENT (10%) (or any other percentage if prescribed in the contract) of the delayed Goods’ or incidental Works/ Services’ contract price(s). Besides LD during such a delay, Denial Clause as mentioned in this Tender Document shall also apply.

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 (03) days, either party may, following consultation with the other give a notice of termination.

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

12. **Quality Assurance.** The agency to ensure that the matter published in the newspapers after necessary proof reading and are of conforming to the high standards and quality which should give a comfortable reading to its readers.
13. **Inspection Authority.** The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be User Inspection.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The evaluation criteria are as under :
 - (a) The tenderer who will emerge as LOWEST ONE (L-1) in overall rates of total required quantity as mentioned in **Appendix 'A'** of this RFP will be considered for award of contract as per Bid Price quoted in BOQ (Bill of Quantities).
 - (b) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. No GST should be included while submission of commercial bids.
 - (c) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the BUYER. The BUYER also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
2. **Price Bid Format.** As per Appendix "H".

SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK

Ser No	Name of Newspaper	Edition	Size
01.	Times of India + The Economic Times (Combined Edition) - Colour	MUMBAI+DELHI (FULL EDITION RUN) CHENNAI + KOLKATA (CITY RUN)	(8 cm x 4 cm) = 32 SqCm

Note: The Advertisement should be published in RIGHT HAND page and preferably on RIGHT SIDE.

Matter and Art Work as mentioned below:

	INDIAN INSTITUTE OF MANAGEMENT CALCUTTA Joka, D.H. Road, Kolkata - 700104
<p>58th Annual Convocation of Indian Institute of Management Calcutta will be held on Saturday, April 8, 2023 at 4.00 p.m. in the Institute's Campus at Joka. (Name of the Chief Guest) Designation of the Chief Guest will deliver the Convocation address. All Alumni, retired & current faculty members, retired & current employees of the Institute are cordially invited.</p> <p style="text-align: right;">Director</p>	

BIDDER'S INFORMATION

(To be submitted as part of Technical bid on Company Letter-head, along with supporting documents, if any)

Bidder's Name and Complete Address : _____

1. Bidder/ Contractor particulars:

- (i) Name of the Company:.....
- (ii) Corporate Identity No. (CIN):
- (iii) Registration, if any, with The Procuring Entity:
- (iv) Place of Registration/ Principal place of business”
- (v) Complete Postal Address:
- (vi) Pin code/ ZIP code:
- (vii) Telephone nos. (with country/ area codes):
- (viii) Mobile Nos.: (with country/ area codes):
- (ix) Contact persons/ Designation:
- (x) Email IDs:

2. Taxation Registrations:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number: in Contractor and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3. 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.

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 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 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 theday of20.....

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

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

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

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

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 SPECIFICATION AND VENDOR ELIGIBILITY CRITERIA

Ser No	Name of Newspaper	Edition	Size
01.	Times of India + The Economic Times (Combined Edition) - Colour	MUMBAI+DELHI (FULL EDITION RUN) CHENNAI + KOLKATA (CITY RUN)	(8 x 4) Sq Cm

VENDOR ELIGIBILITY CRITERIA

Sl. No.	Description	Remarks
(a)	Agency should have a valid GST Number	Relevant Valid current document needs to be submitted
(b)	Agency should have a valid PAN	
(c)	The advertising agency should have accreditation of Indian Newspaper Society (INS) for Press Advertisement	
(d)	The firm should have not been blacklisted by any Central/State/Autonomous Bodies or Institute/Public Sector Undertaking	Self-declaration is required in the letter head of firm

BID PRICE FORMAT

Ser No	Name of Newspaper	Edition	Size	Rate (Basic Rate)	Amount
01.	Times of India + The Economic Times (Combined Edition) – Colour	MUMBAI+DELHI (FULL EDITION RUN) CHENNAI + KOLKATA (CITY RUN)	(8 x 4) Sq Cm		
02	GST				
03	Total Amount				

Signature of the proprietor or Authorised signatory

Office Seal & date

DOCUMENTS RELATING TO BID SECURITY

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

Bid Securing Declaration

Bidder's Name _____
Address _____
Contact Details _____
Bidder's Reference No. _____ Date.....

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

Reference : Tender Document No. _____ Tender Title: _____

Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring 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]
DA:.....