



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

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

TENDER DOCUMENT

TENDER REFERENCE NO

IIMC/EMP/POL/III/2022-23

DATE : 20 DECEMBER 2022

FOR

**EMPANELMENT OF PETROL PUMPS FOR PROVIDING
POL (PETROL, OIL AND LUBRICANTS) FOR THE
VEHICLES OF INDIAN INSTITUTE OF MANAGEMENT
CALCUTTA FOR A PERIOD OF FIVE YEARS**

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Kolkata - 700104

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REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF PETROL PUMPS FOR PROVIDING POL (PETROL, OIL AND LUBRICANTS) FOR THE VEHICLES OF INDIAN INSTITUTE OF MANAGEMENT CALCUTTA FOR A PERIOD OF FIVE YEARS

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 PETROL PUMPS FOR PROVIDING POL (PETROL, OIL AND LUBRICANTS) FOR THE VEHICLES OF INDIAN INSTITUTE OF MANAGEMENT CALCUTTA, DIAMOND HARBOUR ROAD, JOKA, KOLKATA, WEST BENGAL - 700 104 FOR A PERIOD OF FIVE (05) YEARS*".

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) and in the Website of Indian Institute of Management Calcutta (<https://www.iimcal.ac.in/tenders>). 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. 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 Technical Bid duly signed & stamped on every page by the vendor as token of acceptance of terms and conditions mentioned in the RFP.

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

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

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

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

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

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

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

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

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

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

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

6. This RFP contains the following FORMS:-

- (a) Appendix 'A' – Schedule of Requirement/ Scope of Work.
- (b) Appendix 'B' – Bidder's Information.
- (c) Appendix 'C' – Terms and Conditions Compliance Certificate.
- (d) Appendix 'D' – Bank Guarantee Format of Performance Security.
- (e) Appendix 'E' – No Claim Certificate.
- (f) Appendix 'F' – Technical Specification and Vendor Eligibility Criteria.
- (g) Appendix 'G' – Bid Security Declaration Certificate.

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

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

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

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

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

Date : 2022

Signature of Bidder

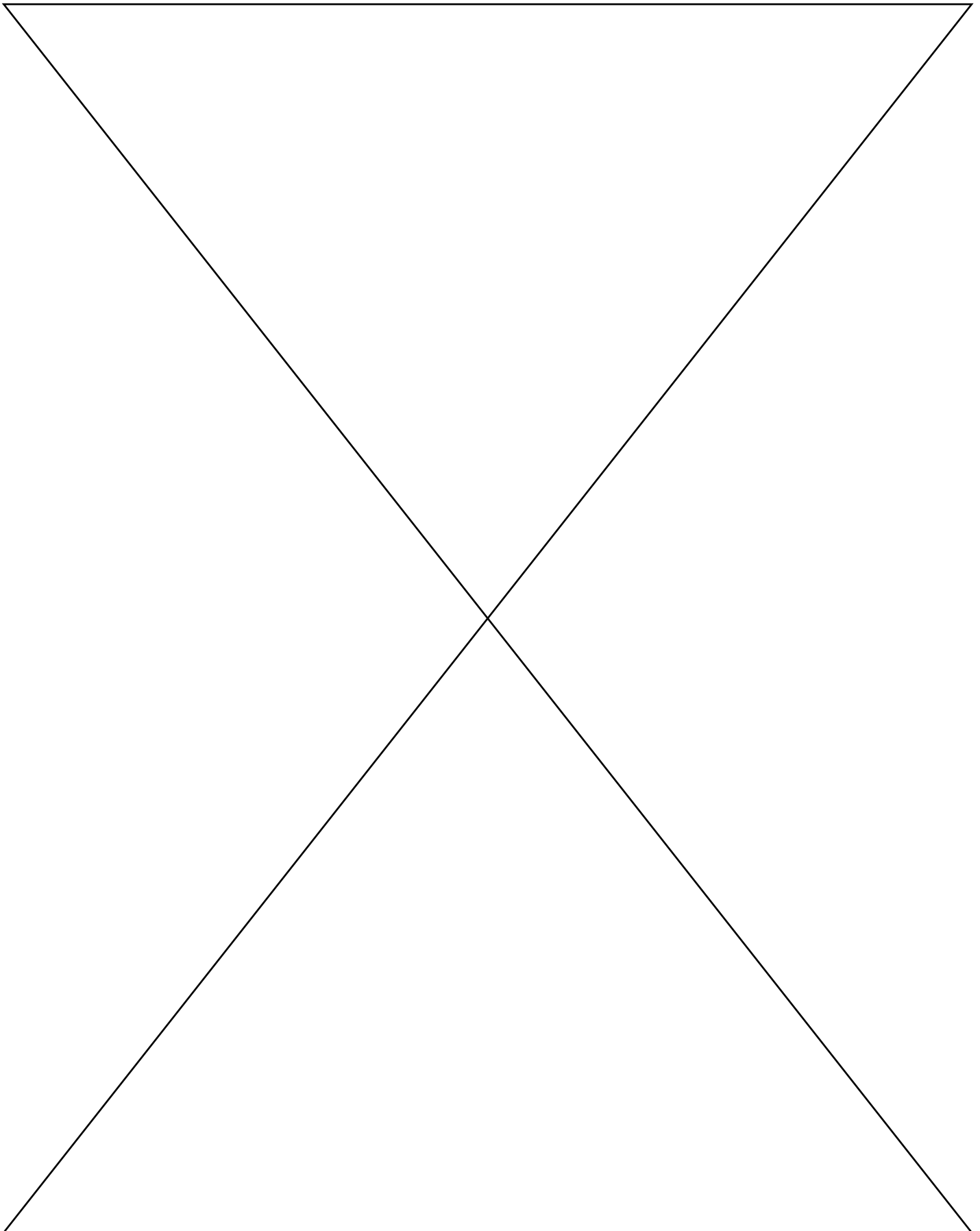
Name in BLOCK CAPITAL Letters
(Capacity i.e. Proprietor/ Partner
With Stamp)

PART I – GENERAL INFORMATION

1. **Last Date and Time for Submission of Bids.** 09 January 2022 at 0930 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 “Technical 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) and not the time as per their own time.
3. **Schedule of Bids Opening.**
 - (a) **Time and date for opening of Technical Bids.** 10 January 2022 at 1000 hrs.
 - (b) **Time and date for opening of Commercial Bids.** Not applicable being Empanelment.
(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. **Single-Bid System.** Single-Bid system has been adopted and only the Technical Bid would be opened on the time and date mentioned above.
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 forfeiture of bid security.
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 furnish BID SECURITY DECLARATION CERTIFICATE (as per Appendix ‘G’).
10. **Performance Security Guarantee.** To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after awarding of the contract in the form of Insurance Surety Bond, an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker’s Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. PBG will be for an amount of **THREE PERCENT (3%)** of the value of the contract as specified in the bid document and it will be refundable without interest after successful completion of the contract and no liabilities from the Service Provider or its employees. In case of any complaint, the PBG shall be discharged only after adjusting all dues, liabilities of the worker etc. PBG should be remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any). Format of Performance Bank Guarantee is attached as **Appendix ‘D’** attached 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. **Schedule of Requirements/ Scope of Work.** Indian Institute of Management Calcutta intends to register/ empanel Petrol Pumps for supply of POL (Petrol, Oil and Lubricants) for the Institute owned vehicles for a period of FIVE (05) Years. The Schedule of Requirements (SOR)/ Scope of Works (SOW) as per the present fleet of Mechanised Transport are as under:-

Ser No	Type of Vehicles	Number of Vehicles	Approximate Annual Requirement	
			Petrol	Diesel
(a)	Passenger Bus	03 (Three)	NA	16,800 Ltrs
(b)	Car HONDA City	01 (One)	1,200 Ltrs	NA
(c)	Car Maruti Suzuki SWIFT Dezire	01 (One)	600 Ltrs	NA
(d)	Maruti Suzuki ECCO (Modified Ambulance Van)	01 (One)	960 Ltrs	NA

2. **Eligibility Criteria.** The BIDDER shall fulfil the following criteria for submission of Bid:-

Ser No	Description of Criteria	Documentary Evidence Required as Proof
(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 Dealership Certificate from concerned Oil Company	Copy of valid certificate should be attached
(d)	The Petrol Pump/ Refuelling Station of BIDDER should be located within the radius of 10 KM from IIMC	Copies of valid enlistment certificate issued by Kolkata Municipal mentioning the address of business should be attached
(e)	The BIDDER shall have minimum annual turnover of Rs 9 Lakh (Rupees Nine Lakh Only) per year during any three years within 01 April 2017 to 31 March 2022	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable) should be attached
(f)	The BIDDER shall not have been debarred by any organization	Self-certified certificate
(g)	The BIDDER should be a profit making Company	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable) should be attached

3. **Technical Specification of Fuel.** The minimum qualitative requirement of Petrol and Diesel are as under:-

Ser No	Type of Vehicles	Minimum Qualitative Requirement of Fuel
(a)	Passenger Bus	Diesel as per standard Specification for BS-IV and BS-VI Bus
(b)	Car HONDA City	Unleaded Petrol with Octane of 91 OR Higher
(c)	Car Maruti Suzuki SWIFT Dezire	Unleaded Petrol with Octane of 91 OR Higher
(d)	Maruti Suzuki ECCO (Modified Ambulance Van)	Unleaded Petrol with Octane of 91 OR Higher

4. **Terms and Conditions of Empanelment:-**

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

(d) All precautionary/safety measures while executing the job related to this tender, as necessary should be adopted by the BIDDER(s) to avoid any miss happening and loss. IIMC will not be responsible for any miss happening/ loss caused due to negligence of BIDDER(s).

(e) **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.**

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

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

(h) 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.

(j) The rate (as per Central and State Government Notification/ Directives) should be comprehensive one inclusive of supply of material, labour charges, hire charges of tools & tackles to execute the total Scope of Work as mentioned in Paragraph 1 above OR as per **Appendix 'A'** to this RFP.

(k) The Basic Rates and Taxes of Petroleum Products will be applicable as per Government Directives (Central/ State). Any **other statutory payments and will not be applicable** and IIMC will not pay any amount other than Standard Government Rates (including Taxes) of Petroleum Products.

(l) 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.

(m) 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.

5. **Bidders Information.** Vendors are required to submit essential details in respect of their Firms/ Company/Agency as per **Appendix 'B'** to this RFP.

6. **Delivery Period.** As per requirement by IIMC.

7. **Pre-bid Conference/ Meeting.** Pre-Bid Conference/ Meeting is **02 January 2022 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.

8. **Terms & Conditions for Providing Services.**

- (a) POL (Petrol, Oil and Lubricants) should be delivered on **CREDIT BASIS**.
- (b) POL Credit Slip should be delivered by Petrol Pump.
- (c) The authorized representative of IIM Calcutta will issue the Credit Slip for drawing POL as per the required quantity of POL from the Petrol Pump.
- (d) NO REFUSAL by the petrol pump would be accepted by IIM Calcutta with regard to delivery of POL.
- (e) After every issue / delivery of POL, the agency will submit a computerized bill/invoice along with a copy of Credit Slip duly received by representative of IIM Calcutta within 15 days for payment.
- (f) Under NO circumstances there should be any compromise on the quality and quantity of the POL.
- (g) Bill should be submitted by the Successful Bidder(s) on FORTNIGHTLY basis and payment will be made after due verification of the same and recommendation from concerned officer/ authority of IIMC.
- (h) 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.
- (j) **The period of EMPANELMENT will be for FIVE (05) 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.

PART III - STANDARD CONDITIONS OF RFP

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India. Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in *Kolkata* and only courts in *Kolkata* shall have jurisdiction to determine/decide the same.

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

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

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

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

(e) After Award of Contract, if the Service Provider is found to be charging any amount from the employees on its roll in any manner, in that case the contractor shall 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 Empanelment.** The empanelment will be in effect from the day of issue of Empanelment Order.

4. **Award of Empanelment Order.**

(a) **Period of Empanelment.** The empanelment will be awarded initially for **FIVE (05) YEARS** from the date of issuance of Empanelment Order which can be reviewed any time during the period of contract. If the performance is found not satisfactory 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 increase or decrease the workload (in terms of number and type of vehicles) during the empanelment period at any point of time. It shall be the responsibility of the Service Provider to comply with the requirement of the Institute, failing which lead to penalty as decided by the committee.

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

(iii) 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.

5. **Performance Evaluation.** The performance of the Service Provider in compliance with the terms and conditions of the tender document will be evaluated by the designated committee of IIMC on completion of every year. The report of the committee will be placed to the Competent Authority of IIMC and the decision of the committee will be communicated to the Service Provider for compliance.
6. **Dispute Resolution.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.
7. **Conciliation and Arbitration.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.
8. **Penalty for use of Undue influence.** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offers by the Contactor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the BIDDER/ SERVICE PROVIDER and recover from the BIDDER/ SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the BIDDER/ SERVICE PROVIDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ SERVICE PROVIDER towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.
9. **Non-Disclosure of Contract Documents.** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
10. **Termination of Contract.**
- (a) The contract may be terminated by serving one month's notice, in case the Service Provider:-
- (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 OR quantity of products.

(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 ONE (01) HOURS beyond stipulated time and due to causes of Force Majeure for more than TWO (02) 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 BIDDER fails to provide the desired standard of item(s)/ service(s) even after three written reminders.

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

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

(k) In case of any malpractices regarding substandard quality of POL and discrepancies in quantities found at any stage of time with or without illicit link/ tie up/ connection with any officials of IIMC/ with or without undue influence of any officials of IIMC.

(l) In case of any malpractices regarding POL Delivery Slip and mismatch with counterfoil and final bill found at any stage of time with or without illicit link/ tie up/ connection with any officials of IIMC/ with or without undue influence of any officials of IIMC.

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

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

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

14. **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 service completed 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) On receipt of final payment, BIDDER/ SERVICE PROVIDER should furnish a 'NO CLAIM CERT' as per **Appendix 'E'** 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

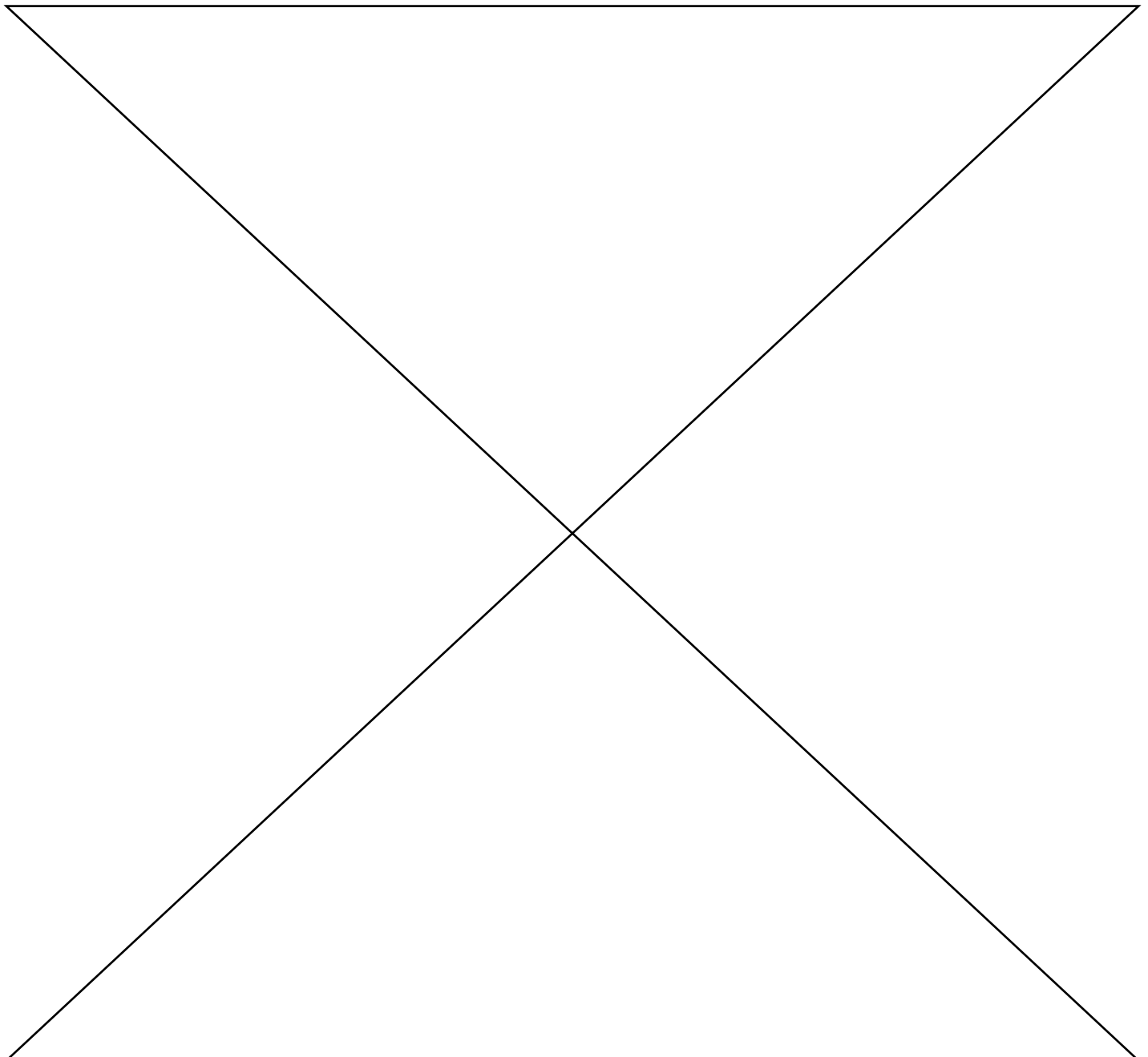
the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

6. **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.

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

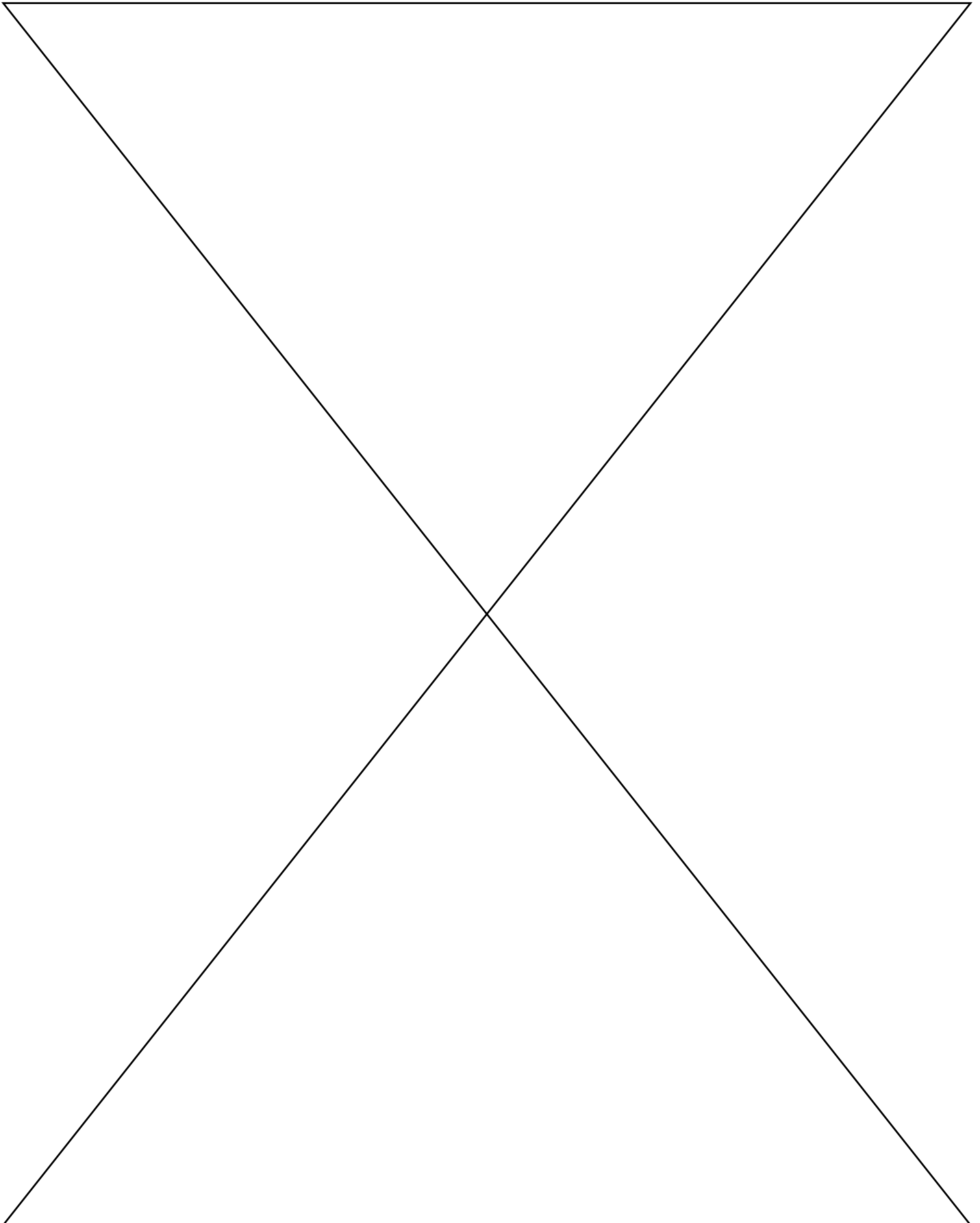
8. **Quality Assurance.** The goods supplied under the contract should conform to the standards, quality and specifications as per the requirement of BUYER. The item should be conforming to the current production standard and having 100% defined life at the time of delivery.

9. **Inspection Authority.** The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be User Inspection by Authorised and Accredited Experts (as per applicability).



PART V – EVALUATION CRITERIA

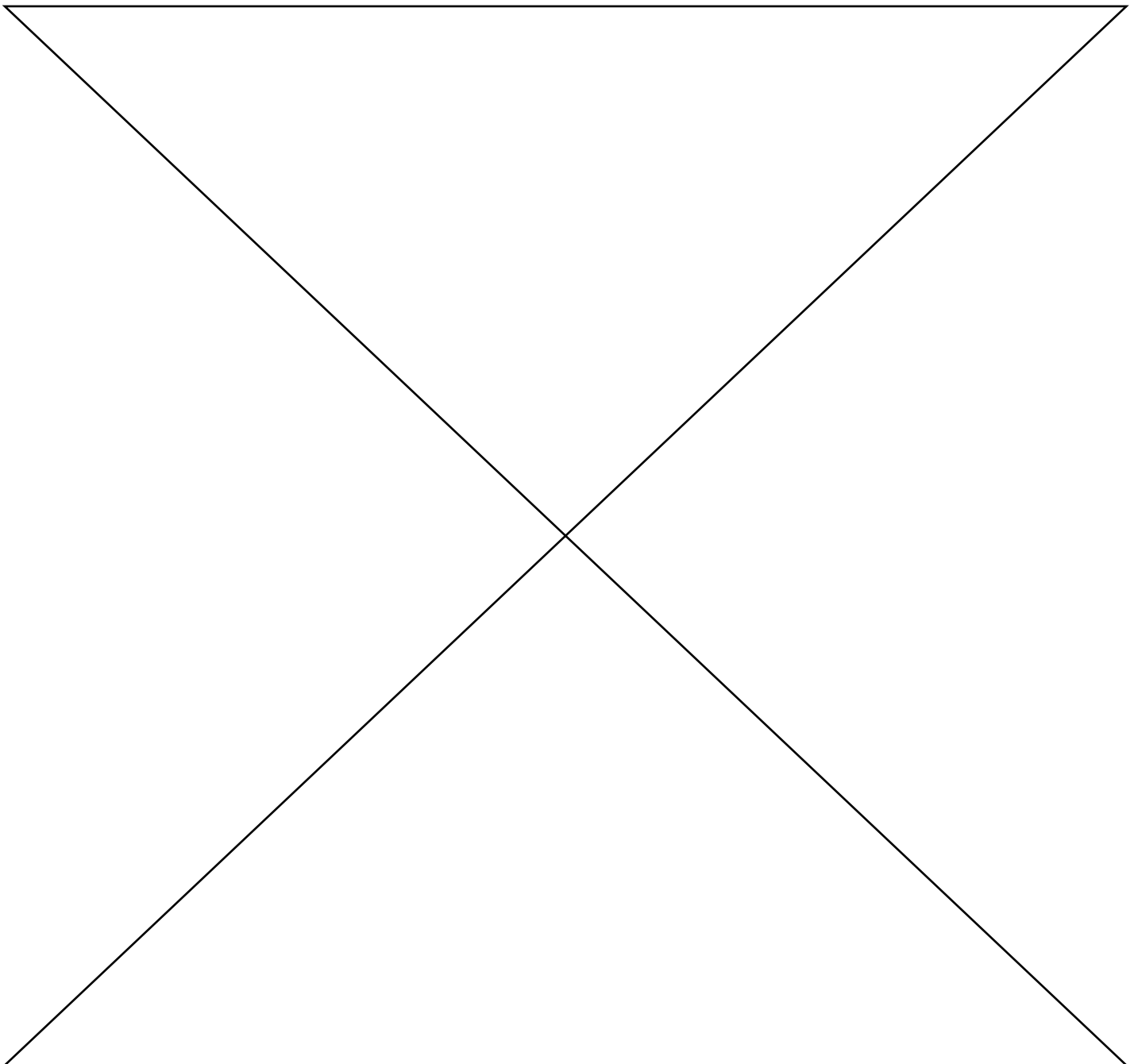
1. **Evaluation Criteria.** All the bids will be evaluated in Single Stage System i.e. in Technical Bid Stage by Technical Evaluation Committee. Evaluation of Technical Bid will be carried out as per Technical Criteria of Services and Eligibility Criteria of Vendors/ Bidders (as per Appendix 'F') as mentioned in this Tender Document.



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

1. **Schedule of Requirements/ Scope of Work.** Indian Institute of Management Calcutta intends to register/ empanel Petrol Pumps for supply of POL (Petrol, Oil and Lubricants) for the Institute owned vehicles for a period of FIVE (05) Years. The Schedule of Requirements (SOR)/ Scope of Works (SOW) as per the present fleet of Mechanised Transport are as under:-

Ser No	Type of Vehicles	Number of Vehicles	Approximate Annual Requirement	
			Petrol	Diesel
(a)	Passenger Bus	03 (Three)	NA	16,800 Ltrs
(b)	Car HONDA City	01 (One)	1,200 Ltrs	NA
(c)	Car Maruti Suzuki SWIFT Dzire	01 (One)	600 Ltrs	NA
(d)	Maruti Suzuki ECCO (Modified Ambulance Van)	01 (One)	960 Ltrs	NA



BIDDER'S INFORMATION FORM WITH CHECK LIST

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

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

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

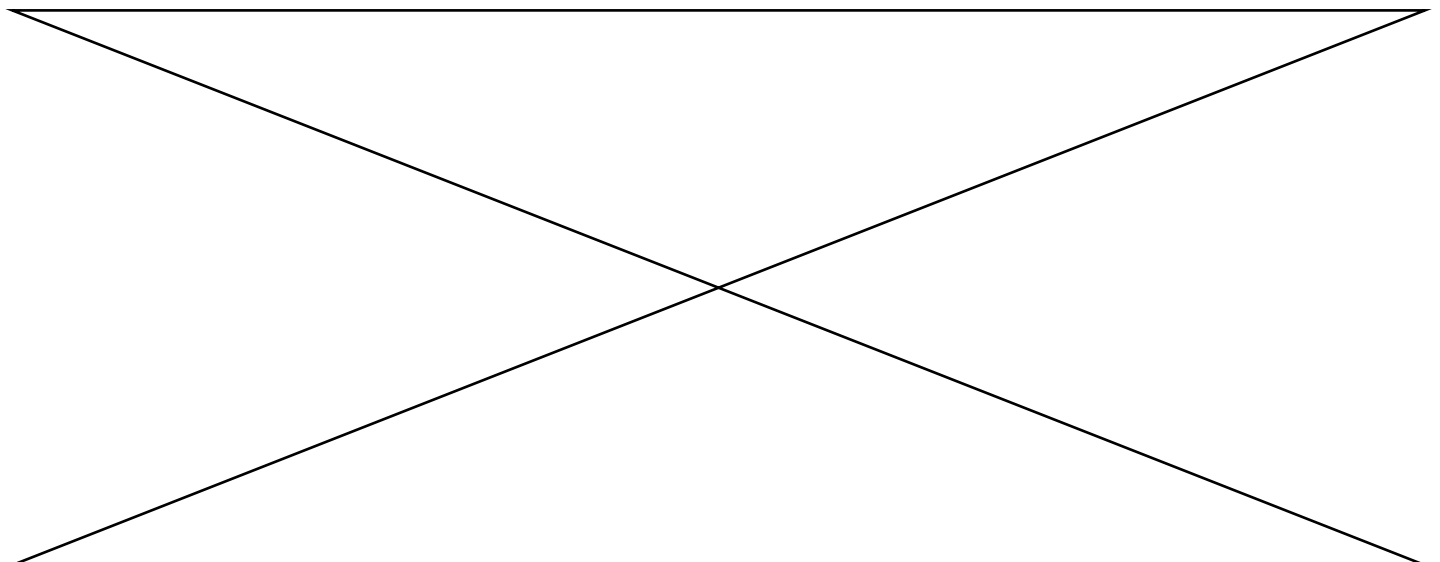
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]



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)

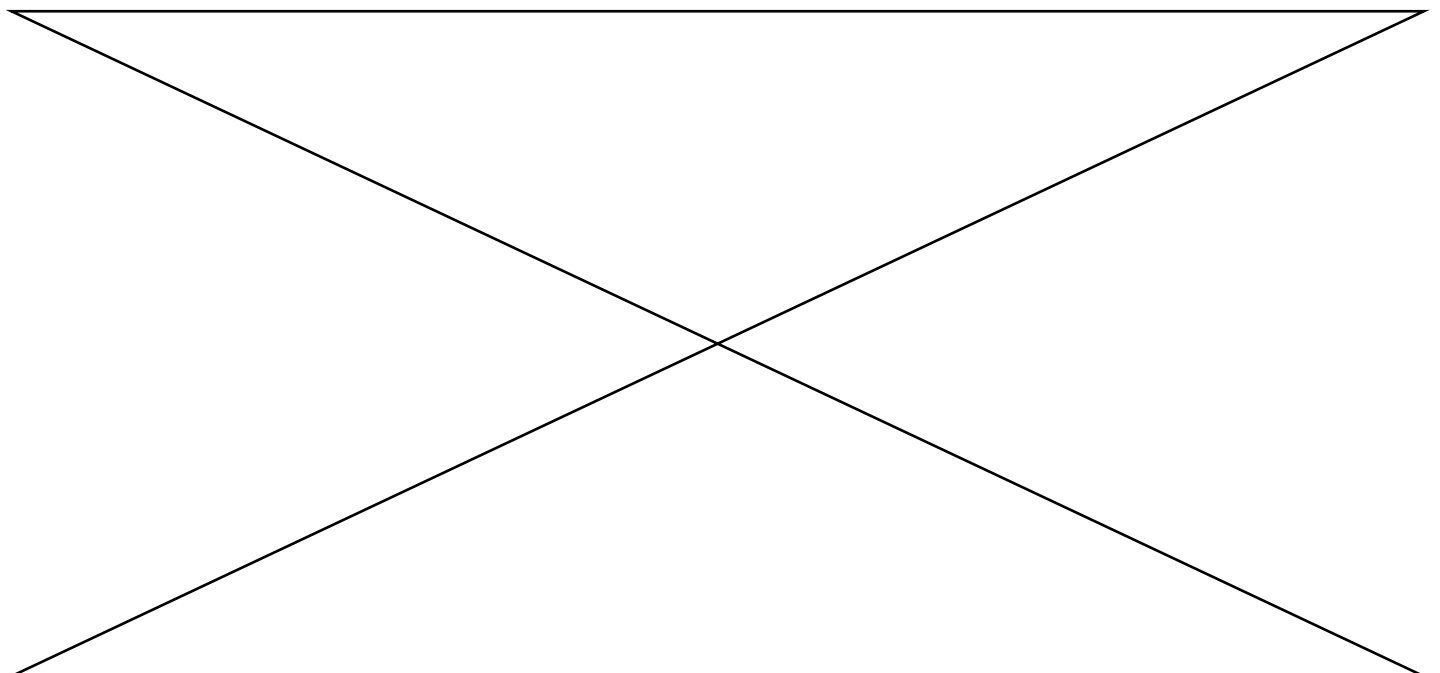
.....
(Name and designation)

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.....

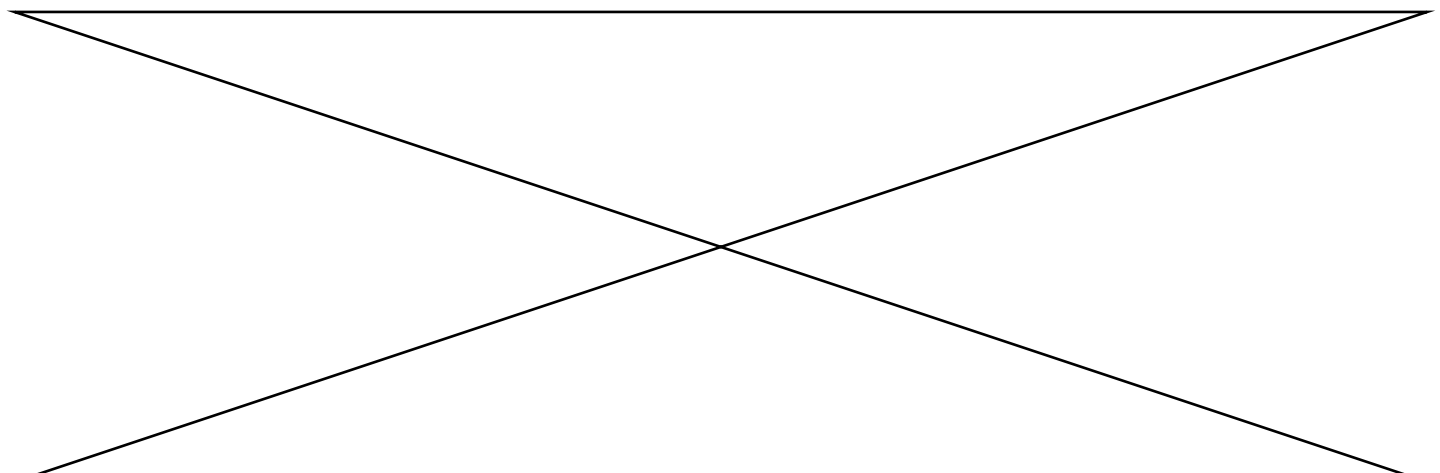
Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....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

.....
, 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.

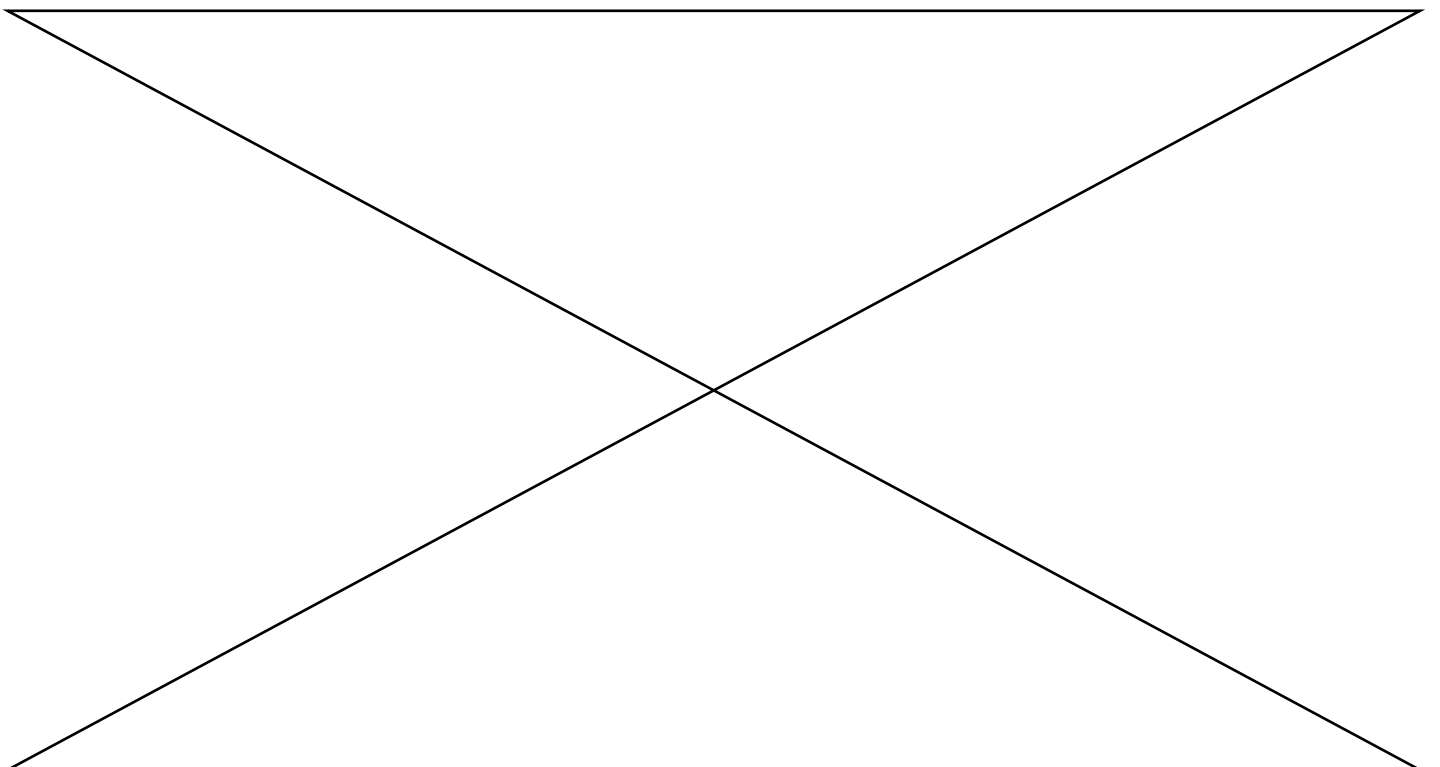
Yours faithfully,

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

(company Seal)

Date:

Place:



TECHNICAL BID EVALUATION CRITERIA/ VENDOR'S ELIGIBILITY

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

Ser No	Description of Criteria	Documentary Evidence Required as Proof
1.	The BIDDER should have valid PAN Card	Copy of PAN Card
2.	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
3.	The BIDDER should have Dealership Certificate from concerned Oil Company	Copy of valid certificate should be attached
4.	The Petrol Pump/ Refuelling Station of BIDDER should be located within the radius of 10 KM from IIMC	Copies of valid enlistment certificate issued by Kolkata Municipal mentioning the address of business should be attached
5.	The BIDDER shall have minimum annual turnover of Rs 12 Lakh per year during any three years within 01 April 2017 to 31 March 2022	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable) should be attached
6.	The BIDDER shall not have been debarred by any organization	Self-certified certificate
7.	The BIDDER should be a profit making Company	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable) 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:.....

