INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Diamond Harbour Road, Joka, Kolkata - 700104

TENDER DOCUMENT

TENDER REFERENCE NO
IIMC/LDP Brochures/III/2022-23
DATE: 19 DECEMBER 2022

FOR

PRINTING AND SUPPLY OF LDP BROCHURES FOR USE OF VARIOUS PROGRAMS AT LDP OFFICE AT IIMC FOR A PERIOD OF TWO YEARS.

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

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PRINTING AND SUPPLY OF LDP BROCHURES FOR USE OF VARIOUS PROGRAMS AT LDP OFFICE AT IIMC OVER A PERIOD OF TWO YEARS.

Sir,

1. On behalf of the Director, Indian Institute of Management Kolkata, ONLINE bids are invited from the empanelled bidders for *PRINTING AND SUPPLY OF LDP BROCHURES FOR USE OF VARIOUS PROGRAMS AT LDP OFFICE AT IIMC OVER A PERIOD OF TWO YEARS.*

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 as mentioned at Page-4 Part-1 General Information, and will be available till the last date and time for submission of bids. The downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to *Senior Administrative Officer (Purchase) of the IIMC, Kolkata* on Central Public Procurement Portal (CPPP) and Website Notification.

3. This **RFP** (**R**equest **f**or **P**roposal) is to be submitted for Technical 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 0000 Extn 1070/1061/1062/1067 and +91-33-7121 1070 /1061/1062/1067

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

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 faithfully,
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 of submission of bid: **28 December *2022 at 1000 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. For any clarification about the bidding process on CPP Portal, bidders may contact the help desk number of CPP Portal i.e 0120-4001002 / 0120-4001005 / 0120-6277787.

3. **Schedule of Bids Opening**.

(a) **Techno-commercial Bids*. 29 December 2022 at 1030 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. **Single-Bid System**. Single-Bid system has been adopted and the Techno-Commercial Bid 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 and Withdrawal 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 expulsion from empanelment.

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 **90 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 Financial Authority (CFA) 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.

11. These instructions on "Invitation of Bid" are to be signed by you and returned along with your 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 PROCUREMNET 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. **General Terms and Conditions of Contract**:-

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

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

c) All materials used should be of as per required quality (**as mentioned in specification/SoR/SoW**). For the material used, which is not of good quality, appropriate deductions will be made from the bill. In case, it is found at some stage that the quality supplied/to be supplied is inferior, the contract will be cancelled and Successful Bidder will be de-barred.

d) 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.

e) 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.

f) Any defect found in the material supplied by the successful bidder will have to be **rectified free-of-cost** by the Successful Bidder.

g) The Successful Bidder shall take all necessary precautions to prevent any damage that may cause towards any Institute's property during the course of execution of the contract and they will be liable to make good the same at their cost.

h) 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 as per **Appendix 'B'**.

i) Each page of the RFP is to be signed by the bidder and duly stamped.

j) All disputes arising out of this contract shall be referred to the sole arbitration of the Director, IIM Calcutta. The venue of arbitration shall be in Kolkata only.

k) 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.

l) The **quoted rate will remain valid for a period of 90 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.

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

n) **Proper GST Invoice** needs to be submitted after successful completion of the said works along with the Job done certification obtained from the USER department.

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

p) The Institute is not bound to accept the lowest tender and reject any tender without assigning any reason.

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

5. **Delivery Period**. Items are required to be delivered at Indian Institute of Management Calcutta, in full quantity within **THIRTY** (30) day from the date of issuance of Work/Purchase/OR within dates/days at time as mentioned in Purchase/Work Order along with challan in duplicate and bill in triplicate. No delay will be accepted at any cost beyond the stipulated date/time. It is informed that the user has right to cancel the Contract unilaterally in case items are not received within the contracted delivery period and as per prescribed quality specifications. Extension of contracted delivery period will be at the sole discretion of the BUYER, with applicability of LD clause.

6. **Delivery of sample for proof reading. Sample for proof reading be provided/delivered at IIMC within the dates/time as mentioned in Work Order/Purchase Order (OR mutually agreed date and time) along with Soft Copy.**

7. **Pre-bid Conference/ Meeting**. Pre-Bid Conference/ Meeting is **22 December 2022 at 1430 hrs**. as stipulated in NIT, prospective bidders interested in participating in this tender should attend a Pre-bid conference to clarify Techno-Commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document. Participation in pre-bid Conference/ Meeting is mandatory, failing which bid will be summarily rejected during Technical Evaluation. The date and time by which the written queries for the Pre-bid must reach to the authority and the last date for registration for participation in the Pre-Bid Conference/ Meeting are also mentioned in the NIT. The pre-bid conference may also be held online at the discretion of the BIDDER/ SERVICE PROVIDER. 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.

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 BUYER. 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.

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

4. **Award of Contract**.

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

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

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

6. **Arbitration**. That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the BUYER and contractor may agree for arbitration. Director, IIMC will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.

7. **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 BUYER to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the BUYER or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the BUYER or to any other person in a position to influence any officer/employee of the BUYER for showing any favour in relation to this or any other

contract, shall render the Contractor to such liability/penalty as the BUYER 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.

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

9. **Liquidated Damages (LD)**. In the event of the failure to comply with the terms and conditions to the contract with respect to supply of services as specified in this contract, the BUYER may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the Contractor as agreed, LD a sum equivalent to 0.5(half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10(ten) per cent of the value of delayed goods.

10. **Termination of Contract**. The BUYER have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The required services as per contract is delayed for causes not attributable to Force Majeure for more than Fifteen (15) days beyond stipulated time.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure for more than FORTY FIVE (45) days after the schedule date of delivery.

(d) The BUYER has noticed that the Contactor has utilized the services 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 supply the desired standard quanlity of item/items even after three written reminders.

(g) If the Contractor fails to deliver the required services as per approved specification/ quality/quantity and tries to supply substitute/substandard services.

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

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, 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**. No provision of present Contract shall be changed or Modified in any way (including this provision) either in whole or in part except Present Contract by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present contract.

14. **Taxes and Duties**:-

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

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

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

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

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

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 BUYER. 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 Bank Guarantee**. The Bidder will be required to deposit a Performance Bank 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 (if any). Performa of Performance Bank Guarantee is as per **Appendix 'D'** to this RFP.

3. **Option Clause**. The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional 25% (TWENTY FIVE) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

4. **Repeat Order Clause**. The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional 50% (FIFTY PERCENT) 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.

5. **Tolerance Clause**. To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to 25% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.

6. **Payment Terms**. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:-

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

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

(c) It is mandatory to the SUPPLIER/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) Copy of Supply Order/Contract/Contract.

(g) 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)

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

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

7. **Advance Payment**. No Advance Payment will be made.

8. **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.

9. **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.

10. **Risk and Expense Clause**. If the SELLER 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 SELLER), the BUYER shall be entitled at his option to take alternate procurement action as thinks fit, at the Risk & Expense of the SELLER for the unsupplied portion of the Goods / Services for which delivery has expired, without canceling 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 SELLER. The price differential in case of higher cost to the BUYER, if any, shall have to be borne by the SELLER. Recovery of differential price be recovered from Invoices/ Bills/ Performance Bank Guarantee/ Any Other Financial Instrument of SELLER held with the BUYER. Moreover the SELLER shall have no claim over the quantity, which they failed to supply. The "failure to deliver the Goods/ Services" includes the following:-

(a) Supply of substandard Goods/ Services.

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

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

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

11. **Force Majeure**. Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its Contractual obligations, if the affected party within SEVEN (07) days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

12. **Specification**. The SELLER guarantees to meet the specifications as per **Appendix 'F'** to this RFP.

13. **Quality Assurance**. The quality of Goods supplied under the contract should CONFORM the specifications as mentioned in Appendix to this RFP.

14. **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 the Bid Price as per 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".

Appendix 'A'

[Refer to Part-II, Para 1 and Part-V Para 1(a)]

SCHEDULE OF REQUIREMENT (SOR) / SCOPE OF WORK

Sl. No.	Item	Specification
01.	Brochure (as per sample)	**Total Pages 12** **Size**: (Close Size) 4.6 inch x 9.05 inch (117 mm X 230 mm) **Paper** : Cover 190 GSM Mont Blanc Paper, Inside 160 GSM Mont Blanc Paper **Colour** : Multicolour **Binding** - Center Stitch, Cutting, Folding & Finishing **Minimum Quantity of Brochure per programme : 100 pcs** **Average Numbers of Program per year : 40**

Appendix 'B'
(Refer to Part-II, Para 4)

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]

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

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

Bidder's Name and Complete Address _____

Tender Document No._____; Tender Title: _____

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section/Para	Clause/ Sub-Clause/Sub Para			

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

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……..
……..
[name & address of Bidder and seal of company]
DA: If any, at the option of the Bidder.

Appendix 'D'

(Refer to Part-IV, Para 2)

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

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

Whereas…… (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no …….. date…….. to delivery …… (description of Services) (hereinafter called "the contract").
And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;
And Whereas we have agreed to give the contractor such a bank guarantee.
Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of ……..(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
We hereby waive the necessity of your demanding the sail debt from the contractor before presenting us with demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the ……..day of …….20……

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

(Signature of the authorized officer of the Bank)
……..
……..
Name and designation of the officer
……
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.

Appendix 'E'

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

NO CLAIM CERTIFICATE
(On company Letter-head)

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

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

No Claim Certificate

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

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

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

Yours faithfully,

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

(Company Seal)

Date:
Place:

Appendix 'F'
(Refer to Part-IV, Para 12)

TECHNICAL SPECIFICATION

Sl. No.	Item	Specification
01.	Brochure (as per sample)	**Total Pages 12** **Size**: (Close Size) 4.6 inch x 9.05 inch (117 mm X 230 mm) **Paper** : Cover 190 GSM Mont Blanc Paper, Inside 160 GSM Mont Blanc Paper **Colour** : Multicolour **Binding** - Center Stitch, Cutting, Folding & Finishing **Minimum Quantity of Brochure per programme : 100 pcs** **Average Numbers of Program per year : 40**

Appendix 'G'
(Refer to Part-I, Para 9)

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:……

Appendix 'H'
(Part –V, Para - 2)

Price Bid Format

Sl. No.	Description/Specification of Item/Job/Service	Qty	Unit	Base Rate	GST	Total Amount
1	**Brochure** (Specification : Total Pages 12 Size: (Close Size) 4.6 inch x 9.05 inch (117 mm X 230 mm) Paper : Cover 190 GSM Mont Blanc Paper, Inside 160 GSM Mont Blanc Paper Colour : Multicolour Binding - Center Stitch, Cutting, Folding & Finishing) **Minimum Quantity of Brochure per programme : 100 pcs** **Average Numbers of Program per year : 40**	1	Pc			
2	Designing of Brochure (ONE TIME) (Per Program)	1	Job			

NOTE:-

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

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

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