

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA  
DIAMOND HARBOUR ROAD  
KOLKATA – 700104**

**TENDER DOCUMENT**  
**REQUEST FOR PROPOSAL**  
**FOR**

**SELECTION OF ADVERTISING AGENCY FOR PUBLICATION OF ADVERTISEMENT IN  
THE NEWSPAPERS IN CONNECTION WITH COMMON ADMISSION TEST (CAT) – 2024.**

**TENDER REFERENCE NO: IIMC/ADVT/CAT/I/016/2024 25  
DATED: 14 JUNE 2024**

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SELECTION OF ADVERTISING AGENCY FOR PUBLICATION OF ADVERTISEMENT IN THE  
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**REQUEST FOR PROPOSAL (RFP) FOR “SELECTION OF ADVERTISING AGENCY FOR PUBLICATION OF  
ADVERTISEMENT IN THE NEWSPAPERS IN CONNECTION WITH COMMON ADMISSION TEST (CAT)  
2024.”**

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after

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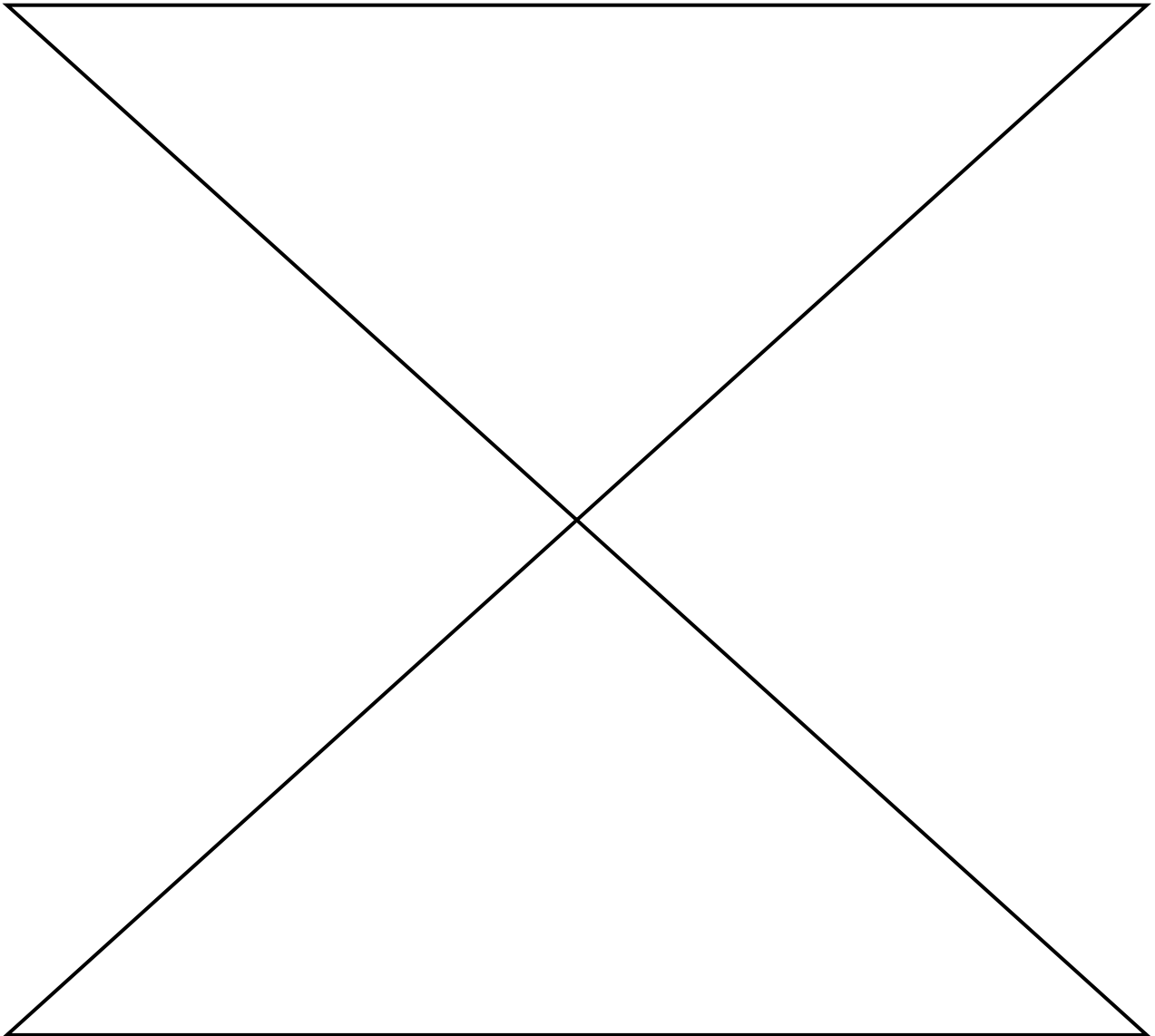
(Zulfquar Hasan)  
Senior Administrative Officer (Purchase)

**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: 2024

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
Name of Block Capital Letters  
(Proprietor/Partner with Stamp)







# TENDER

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**12. Location of the Tender Box.** Tender box will be located at the ground floor (entrance) of the Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104.

**13. Validity of Bids.** The Bids should remain valid till **SIX (60) DAYS** from the last date of submission of the Bids.

**14. Earnest Money Deposit (EMD)/ Bid Security.**

(a) Bidders are required to submit EMD in favour of the “INDIAN INSTITUTE OF MANAGEMENT CALCUTTA” payable at KOLKATA for an amount of **Rs.8,53,000/** (**RUPEES EIGHT LAKH FIFTY THREE THOUSAND ONLY**) along with their bids in the form of an Account Payee Demand Draft/Fixed Deposit Receipt/Banker’s Cheque/Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.

(b) EMD is to remain valid for a period of SIXTY (60) DAYS beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them after expiry of the FINAL BID VALIDITY PERIOD and LATEST BY THE THIRTIETH (30<sup>TH</sup>) DAY after the award of contract in its original form without any interest. EMD of successful bidder will be returned without any interest after deposition of Performance Bank Guarantee by the Successful Bidder.

(c) EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME). However, the Bidders who are registered with NSIC and MSME. Such bidders need to furnish the BID SECURITY DECLARATION CERTIFICATE (attached as **FORM 4** to this RFP).

**15. Performance Bank Guarantee.**

(a) To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after awarding of the contract, in favour of “INDIAN INSTITUTE OF MANAGEMENT CALCUTTA” payable at KOLKATA



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**3.**

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- (i) Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned in therein (or FAO of the Procuring Organization, if not mentioned).
  - (ii) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in **FORM 4** attached to this RFP.
  - (c) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, and fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', debarment, etc.
  - (d) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
  - (f) **Without Terminating the Contract:**
    - (i) Recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organization or otherwise howsoever as per GCC Clause.
    - (ii) Treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.
  - (g) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within FOURTEEN (14) DAYS of issue of the amendment.
  - (h) The Procuring Entity shall be entitled, and it shall be lawful on his part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:-
    - (i) Any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Procuring Organization or any part thereof.
    - (ii) Any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
    - (iii) In either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
  - (i) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.
  - (j) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.
- 8. Permits, Approvals and Licenses.** Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Road Tax, Insurance, PUC (Pollution under Control) Certificate of the vehicle and valid driving license of the Drivers engaged by the Agency must be ensured, if applicable.

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of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

**12. Force Majeure.**

- (a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for NINETY (90) DAYS or more at any

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**17. Defaults, Breaches, Termination and Closure of Contract.**

**(a) Termination due to Breach, Default, and Insolvency.**

**(i) Defaults and Breach of Contract.** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:-

**(aa) Default in Performance and Obligations.** If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

**(ab) Insolvency.** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a



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made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing

- (a) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
- (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.
- (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
- (d) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.
- (e) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:-
  - (i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is

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**11. Payment**

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**SECTION IV**

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

**(a)**



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13	Navbharat Times	Delhi Editions
14	New Indian Express + Dinamani	All Editions
15	Prabhat Khabar	All Editions
16	Shillong Times	Shillong
17	The Aaj	All Editions
18	The Hindu	All Editions
19	The Hitavada	Nagpur
20	The Indian Express	All Editions
21	The Telegraph + Ananda Bazar Patrika	All Editions
22	The Tribune	Chandigarh
23	Times of India	All Editions including Dadra and Nagar Haveli & Daman and Diu
24	Amar Ujala	All Editions
25	Rajasthan Patrika	All Editions
26	Hindustan	All Editions
27	Udayavani	Itanagar
28	The Sangai Express	Guwahati
29	Vanglaini	All Editions
30	Dainik Sambad	All Editions
31	Sikkim Express	All Editions
32	Ladakh Today	Karnataka
33	Lakshadweep Times	All Editions
34	Andaman Express (Hindi)	All Editions

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**SECTION VI**

**EVALUATION CRITERIA OF BID**

1. **Evaluation Criteria.**

- (a) Technical Bid will be evaluated first as per eligibility criteria of bidders. Financial Bid in respect of those Bidders will ONLY be opened who will have declared as QUALIFIED in Technical Bid Evaluation.
- (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) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (d) 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.** Unless otherwise mentioned in this RFP, the Price Bid Format is as per BOQ (Bill of Quantities).

Note 1: Incompletely filled form will be rejected out rightly.

Note 2: Vendors are requested to carry out calculations in commercial bid form carefully. The IIMC reserves the right to amend/correct any wrongly calculated totals.

Note 3: **It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid may be rejected or assumed as inability to**                      **icsa**

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**FORM 1**

**BIDDER'S INFORMATION**

<b>SL No.</b>	<b>Particulars</b>	<b>Yes/No</b>	<b>Details</b>
1.	Name of the Service Provider		
2.	Registered Address		
3.	Branch/Head Office Address at Kolkata (if any)		
4.	Name of the Authorized Signatory		
5.	Trade License No		
6.	Shop/Establishment Registration No		
7.	PAN Details		
8.	GST Registration No		
9.	The advertising agency should have accreditation of Indian Newspaper Society (INS) for Press Advertisement		
10.	Name of Proprietor		
11.	Contact number of proprietor		
12.	E-mail ID of proprietor in which all communication will be sent		
13.	Name of one point contact person regarding Bid clarification		
14.	Contact number of one point contact person regarding Bid Clarification		
15.	E-mail ID of one point contact person regarding Bid Clarification		

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**FORM 2**

**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 (RFP), 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)

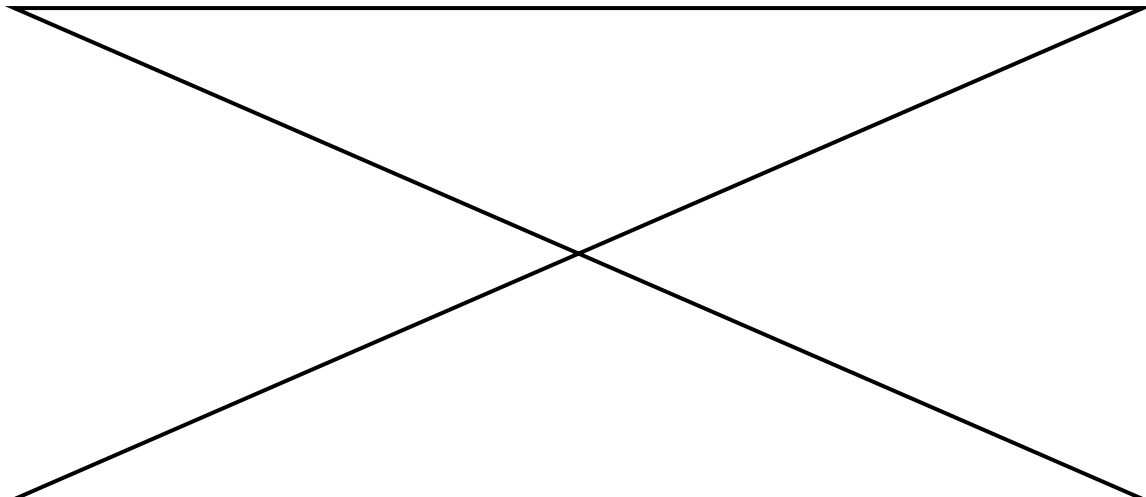
.....  
 (Name and designation)

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.



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**FORM 4**

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**Note:-**

- (a) **LOWEST** bid value among the technically qualified bidder will be selected as **L1 BIDDER**.
- (b) This Price Bid Format is just indicative in nature and Bidder should **NOT** quote their Financial Quote in this Page.
- (c) Bidder should quote their Financial Quote in BOQ in CPP Portal ONLY.
- (d) IIMC will NOT be responsible for any type of LEAKING/ disclon pw— oL BI.
- (e)

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

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

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

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

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

d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ B E fowrd p e th



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

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

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

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

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

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

#### **Section 9 Pact Duration**

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

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

#### **Section 10 Other provisions**

21) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

22) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

23) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

24) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.



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