,

IIMC/CP/Desktop-Computer/24-25
14 AUGUST 2024

(d)

venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).

(vi) Regarding the protected Price Schedule (MS Excel format), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Nil values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."

(vii) The date and time of the deadline for the RFP/ bid submission shall remain unaltered even if the specified date is declared a holiday for the RFP Inviting Officer.

(viii) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

(ix) All RFP uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

(x) The Procuring Entity may extend the deadline for RFP submission by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

(xi) RFP submitted through modalities other than those stipulated in this Tender Document shall be liable to be rejected as nonresponsive.

10. _____.

(a) E-Procurement on CPP Portal is a central and automated system of Govt of India, thus neither modification, re-submission and withdrawal of bids are controlled by the Procuring Entity nor Procuring Entity can do such things. Hence, once the RFP is submitted on e-Procurement portal, the Bidder cannot modify or withdrawal his/there bid since it is locked by encryption. Re-submission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed by system. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. Procuring Entity shall not be responsible for any changes/ modification in procedure for online bid submission/ modification/ re-submission and withdrawal of Bids after the Bid publication. Hence, interested/ intended BIDDERs are advised to be more cautious while submitting his/their Bids.

(b) Withdrawal of bids by any bidders during the period between “after the bid submission end date and time till the expiry of bid validity” is not allowed. In case bidder wish to do so,

16. Pre-Bid Meeting will be held on 24 August 2024 tender may attend the Meeting/ Conference to clarify terms and conditions of the RFP/ tenders at the venue, date and time specified therein. Participation in the Meeting/ Conference is restricted to prospective bidders who have downloaded the RFP Document or intended to participate in bidding. The date and time by which the written queries for the Pre-RFP meeting must reach the authority and the la0 Td[(m)6192d[(6(1.3(e)11.1C

8. _____. This agreement essentially envisages an agreement between the prospective vendors/ bidders and the procuring entity/ buyer, which commits the individuals/ officials of both the parties not to resort to any corrupt practices in any aspect/ stage of the contract. Only those vendors/ bidders who commit to such an agreement with the procuring entity/ buyer will be deemed competent to participate in the bidding process. In other words, entering into this agreement will be a preliminary qualification. The essential ingredients of the Pact includes the following :-

(a) Promise on the part of the Procuring Entity to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available.

(b) Promise on the part of bidders not to offer any benefit to the employees of the Procuring Entity not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860 as amended time to time.

(c) Promise on the part of Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.

(d) Undertaking (as part of Fall Clause) by the Bidders that they have not and will not sell the same material/ equipment/ services at

(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 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.

(e) 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.

(f) 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 respects 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.

(iv)

associates. The Contractor, its employees and agents, performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

(b) _____.

(i) In cases where Contract or part(s) thereof is to be performed by the contractor at the premises of the Procuring Entity or Consignee, the contractor shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 (as amended time to time), and Draft Rules made there under, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

(ii) The Contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies there under.

(iii)

at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

(d) _____.

(a) _____.

(i) If the Agency fails to deliver the services or delays incidental Services within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:-

(aa) Recover from the agency liquidated damages as per clause, OR

(ab)

entitle the Customer to cancel the contract with forfeiture of the Security Deposit 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, debarment, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

21. _____. Except with the written consent of the

contemplated above, the Service Provider shall keep on discharging his duties till the expiry of the notice period.

If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affecteb 1e96[(gae)-6.4d9 0 Td[80.48w 0.924 00 Tc 0 Tw 1.054 0 Td(t)T