



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

,

TENDER DOCUMENT

6 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.

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their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications,

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need to furnish BID SECURITY DECLARATION CERTIFICATE (attached as FORM 4 to this RFP).

15 Performance Bank Guarantee

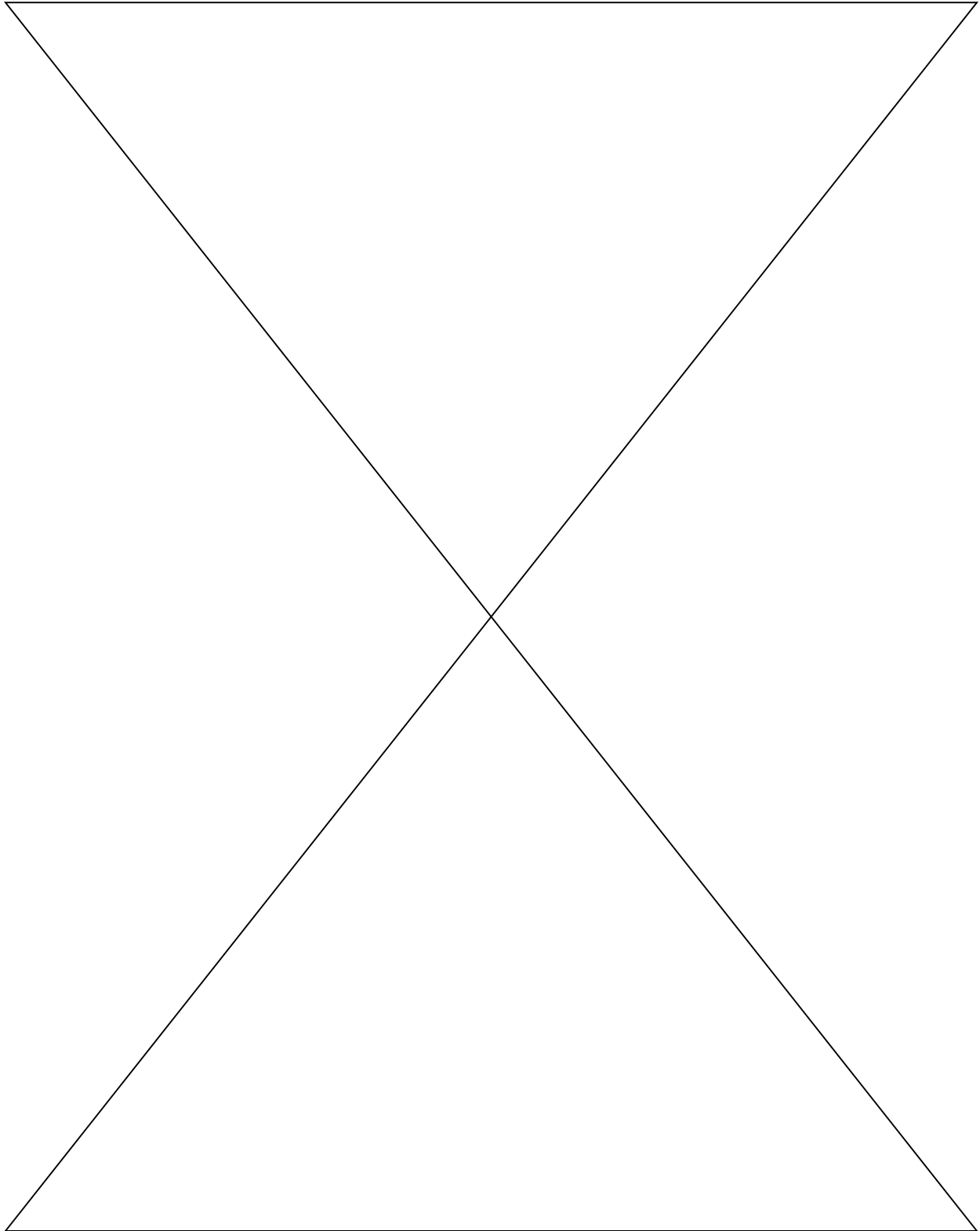
(a) To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after awarding of the contract in favour of "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" payable at KOLKATA, in the form of Insurance Surety Bond, an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/ Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.

(b) PBG will be for an amount of FIVE PERCENT (5%) of the value of the contract as specified in the bid document and it will be refunded 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. PBG should remain valid for a period of SIXTY (60) DAYS beyond completion of all contractual obligations including warranty obligations (if any).

(c) In case of any change of constitution of the Service Provider, the rights of IIM Calcutta should not suffer. It should be clearly understood that the difference between the Performance Security deposit and the EMD will be deposited by the Service Provider/Bidder. Proforma of Performance Bank Guarantee is enclosed as FORM 3 to this RFP.

16 Pre Bid Meeting/ Conference Pre Bid Conference/ Meeting will be held on 17 July 2023 at 1430 hrs as stipulated in NIT, prospective bidders interested in participating in this tender may attend the Pre Bid Meeting/ Conference to clarify terms and conditions of the tenders at the venue, date and time specified therein. Participation in the Pre Bid Meeting/ Conference is

19 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



Procuring Entity may suo moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

(ab) If the contractor does not agree to the suo moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.

(ac) Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

(ii) Waivers and Forbearances. The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:-

(ii) The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.

(aa) During the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.

(ab) After the termination of this Contract, such other activities as may be stipulated in the contract.

(ii) Consequences of a Breach of Obligations. Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of any clause mentioned above, the Contractor shall remedy such breaches within TWENTY ONE (21) DAYS, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under. The decision of the Procuring Entity as to any matter or thing concerning or arising out

- (d) The obligation of the contractor under sub clauses above, however, shall not apply to information that-**
- (i) The contractor needs to share with the institution(s) participating in the financing of the contract.**
 - (ii) Now or hereafter is or enters the public domain through no fault of Contractor:**
 - (iii) Can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity.**
 - (iv) Otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.**
- (e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof**
- (f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.**

8 Performance Bond/ Security.

- (a) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to SIXTY (60) DAYS (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations.**
- (b) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 3% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms-**
- (i) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned therein (or FA&CAO of the Procuring Organisation, 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, 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' 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 at its discretion**

(e) 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 Organisation or otherwise howsoever as per GCC Clause

(ii) Treat it as a breach of contract and avail any or all availing 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

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(a) The contractor shall, whenever called upon and required to produce or cause to be produced, for use in a legal proceeding, any Government Officer duly authorized in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.

(b) The contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed) facilitate to the Government Officer

- (b) Delayed arrival/report at the designated stop/place**
- (c) Misbehavior with the users**
- (d) Violation of instructions given by IIM Calcutta**
- (e) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.**
- (f) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction**
- (g) Any violation of instruction/ agreement or suppression of fact**
- (h) Contractor being declared insolvent by competent authority**

(i)

(ab) Such termination shall not prejudice or affect the rights and remedies, including under sub clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

(ac) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

(ad) All warranty obligations, if any, shall continue to survive despite the termination.

(iv) Contractual Remedies for Breaches/Defaults or Termination for Default. If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one or more of the following contractual remedies.

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(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

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

1. Schedule of Requirements (SOR) / Scope of Work (SOW).

- (a) Availability of Car at IIMC 0700Hs to 2300Hs (Every Day).**
- (b) Car Type SEDAN (Non AC).**
- (c) Nos of Cars required 02**
- (d) The chauffeurs of the respective vehicles for PwD students may also be trained/sensitized suitably to help the students**
- (e) The modification arrangement of doors (90 degree opening arrangement) of the vehicles engaged for the PwD students**
- (f) The Car must not be older than Three (03) years from the last date of submission of the Bid. Proper Registration Certificate, Fitness Certificate etc needs to be submitted**
- (g) While on duty, the chauffeurs should be in possession of updated records of the vehicle, valid driving license, PUC, Insurance, Road Tax etc**
- (h) The vehicle must be having a First Aid Box with basic medicines to cater to the students in case of emergency.**
- (i) Vehicle having commercial registration number; shall be supplied to IIMC Calcutta and taxes etc, due on such vehicles shall be liability of the Agency. The cost of lubricants, repairs, maintenance, taxes, insurance, etc will be the Agency's liability.**
- (j) Chauffeurs of the vehicle must be provided with and maintain a mobile phone with uninterrupted incoming and outgoing call facilities. No extra charges would be paid by IIMC Calcutta for the same**
- (k) In case of breakdown/ servicing/ repair; the Agency shall provide alternate vehicle of same model/specification mentioned above, failing which, vehicle shall be hired from any other source/sources at the Risk and Expense of the selected Agency.**
- (l) The maintenance cost, charges of fuel (petrol/diesel), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime etc are the responsibility of the Agency and should be paid by the Agency. The provided vehicle must be fully and comprehensively insured, covering the risk to the chauffeurs and all passengers also**
- (m) The rates will be inclusive of all taxes, i.e. cost of petrol/diesel, lubricants, driver's salary & allowances etc**
- (n) No escalation/extra charges will be allowed over & above approved rate during the tenure of contract.**

SECTION V

SECTION V

ELIGIBILITY CRITERIA OF BIDDERS

- 1. Bidders should have the following minimum eligibility criteria-**

Ser No	Description of Criteria	Documentary Evidence Required as Proof
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SECTION VI

EVALUATION CRITERIA OF BID

1. Evaluation Criteria

FORM 1

BIDDERS INFORMATION

Sl No	Particulars	Yes/No	Details
1	Name of the Service Provider		
2	Registered Address		
3	Branch/Head Office Address at Kolkata (if any)		

FORM 3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

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 writtendemand declaring the contractor to be in default under the a erefdn

FORM 4

FORM 5

PERFORMANCE STATEMENT

STATEMENT OF SUPPLIES DURING LAST FIVE YEARS AND OUTSTANDING CURRENT ORDERS
(To be submitted as part of Technical bid on Company Letter head)

Tender Document No _____ **Tend No** _____;

Tender Title: _____;

Bidder's Reference No _____

Date

Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to

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 in any undisclosed agreement

Section 5- Previous transgression

7) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

8) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

9) In the case of Sub contracting the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub contractor.

27) For and on behalf of the Principal

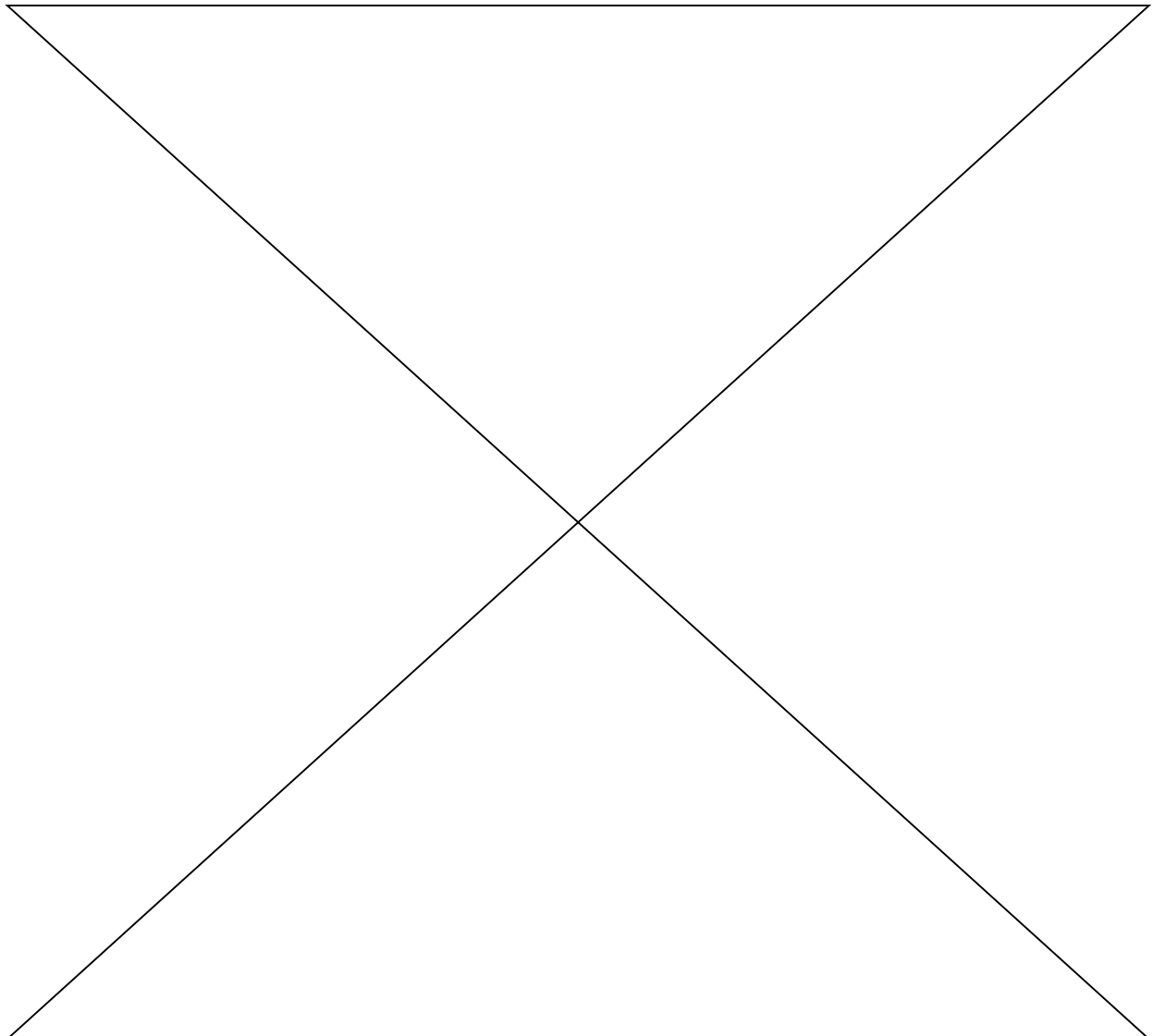
(Name of the Officer and Designation)
(Office Seal)
For and on behalf of Bidder/ Contractor'

(Name of the Officer and Designation)
(Office Seal)
For and on behalf of the Principal

Place
Date

Witness 1:
(Name & Address)

Witness 2
(Name & Address)



CHECKLIST

Ser No	Description of Documents as Eligibility Criteria	Type of Document Required	Attached YES/ NO
1	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card	
2	The Company/Firm/Agency should have valid GST	Copy of GST Certificate	
3	The Company/Firm/Agency shall have at least three similar	Copies of Work Order or Work	

The Company/Firm/Agency shall have average annual turnover of at least Rs. 25 Lacs (Rupees Two Lacs Fifty Thousand Rupees) for the last 10 Compl Dms of Work

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