

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

- 1 rC Õ - ø ø -



**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

**TENDER DOCUMENT NO: IIMC/EMP BKS/42/JULY/II/24 25 DATED: 25 SEPTEMBER 2024**

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

Date: 2024

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

\_\_\_\_\_  
Name of Block Capital Letters  
(Proprietor/ /

t e

**SECTION – I**

**INSTRUCTIONS TO BIDDERS (ITB)**

1. **The Tender Document.** The 'Request for Proposal' (hereinafter referred to as 'RFEOI') details the basic terms and conditions for entering into a contract for **“EMPANELMENT OF VENDORS FOR SUPPLY OF E BOOK AND PRINT BOOKS TO MBA, MBA EX, DPR, PGDBA, VLMP, LDP AND MDP THROUGH CPP PORTAL AND INSTITUTE'S WEBSITE AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA”** (herein after referred as “Goods”) in succeeding Sections. BIDDERS must go through the Tender Document for further details.
  
2. **Procuring Entity – Rights and Disclaimers.**
  - (a) **Bids are to be addressed.** RFEOI is to be addressed to The Director-in-Charge, IIMC through the SAO (Central Procurement) of IIMC. The RFEOI Inviting Authority is the designated officer for uploading and clarifying this RFEOI. The contract may designate, as required, Inspection Agency/ Officer and interim/ultimate Consignee(s) and paying authority who shall discharge designated function during contract execution.
  
  - (b) **Right to Intellectual Property and Confidentiality.** The RFEOI Document and associated correspondence are subject to copyright laws and shall always r

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

**TENDER DOCUMENT NO: IIMC/EMP BKS/42/JULY/II/24 25 DATED: 25 SEPTEMBER 2024**

information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity — t %o 9













(i) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to be acting as an agent of the contractor.

**(c) Change in its Qualification Criteria Submitted in its Bid in Qualification Criteria Compliance and its Sub Form(s).**

(i) **Restriction on Potential Conflict of Interests.** Neither the contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities :-

(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.



(ii) Now or hereafter is or ente

the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any





(f) **Inordinate Delays.** Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

(g) **Extension of Delivery Period.** NO extra time will be provided. NOR will any request from the vendor/ supplier for extra time regarding supply be entertained/ granted by the Institute. However, in an exceptional circumstance, on the request from the concerned Publisher, the Delivery Period may be extended by User Department by providing due justification.

15. **Liquidated Damages (LD).**

(a) If the Agency fails to deliver/ provide any OR all of the Goods/ Services within the date and time frame(s) incorporated in the contract (OR within the date and time mutually agreed by both the parties), the Procuring Entity (IIMC) shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed Liquidated Damages, but not as a penalty, a sum equivalent to the HALF PERCENT (½%) of the price (including elements of GST & Freight) of the delayed/ undelivered Goods/ Services and/ or incidental Works/ Services for each day of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the TEN PERCENT (10%) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides LD during such a

lv s



(j) The BUYER has noticed that the Contactor has utilized the s

temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(iii)



**PART III – SPECIAL CONDITIONS OF CONTRACT**



**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**  
**TENDER DOCUMENT NO: IIMC/EMP BKS/42/JULY/II/24 25 DATED:**



**PART IV – SCHEDULE OF REQUIREMENT/ SCOPE OF WORK (HEREIN AFTER REFERRED AS SOR/ SOW)**

**1. Scope**

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**  
**TENDER DOCUMENT NO: IIMC/EMP BKS/42/JULY/II/24 25 DATED: 25 SEPTEMBER 2024**

- (o) Empanelment can be terminated at any time in case the services are not found satisfactory.
- (p) The pre-receipted bills should be in quadruplicate drawn in the name of Indian Institute of Management Original Bill(s) should be duly affixed with revenue stamp in case the amount exceeds Rs.5,000.00/-. The bill should also contain the Order Number and Date. The bill will b

**SECTION V**

**Please note the following:**

- (a) Only those bidders who meet the below minimum criteria will be considered for technical evaluation.

**FORM**

**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, 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)

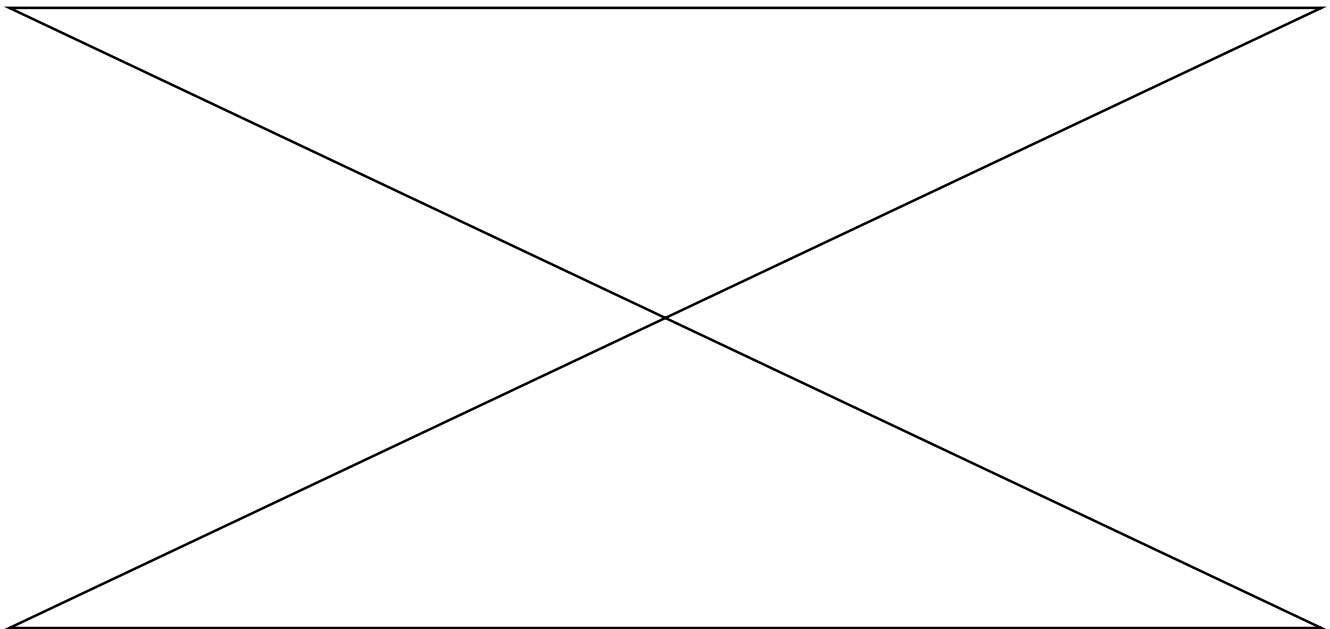
.....  
 (Name and designation)

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.



**FORM 3**

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT**

To  
The Director-in-Charge  
Indian Institute of Management Calcutta

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**  
**TENDER DOCUMENT NO: IIMC/EMP BKS/42/JULY/II/24 25 DATED: 25**

**TENDER**

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**



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 BNS/ PCAct; 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/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

(e) The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

(b) The Principal shall disqualify from

**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 Organization.

**Section 10 Other provisions**

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

- (a) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- (b) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (c) 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.
- (d) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (e) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- (f) 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)

