



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
DIAMOND HARBOUR ROAD
KOLKATA – 700104

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TENDER DOCUMENT

REQUEST FOR PROPOSAL

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FOR

REQUEST FOR PROPOSAL FOR EMPANELMENT OF MARKETING CHANNEL PARTNER TO PROMOTE/
MARKET OPEN MANAGEMENT DEVELOPMENT PROGRAMMES (MDP) IN INDIAN INSTITUTE OF
MANAGEMENT CALCUTTA AT L1 RATE FOR A PERIOD OF TWO YEARS

Sir,

1. On behalf of Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"/"BUYER"/ "PROCURING ENTITY"), ONLINE bids are invited from eligible BIDDERS (herein after referred to as "BIDDER"/ "VENDOR"/ "SELLER"/ "AGENCY"/ "COMPANY") Request For Proposal for Empanelment Of Marketing Channel Partner to promote/ market Open Management Development Programmes (Mdp) in Indian Institute Of Management Calcutta Diamond Harbour Road, Joka, Kolkata, West Bengal 700 104 at L1 rate for a period of Two Years
2. Bidders should physically visit the facility to gain first hand undertaking of the Scope of Work (SoW).
3. This RFP is to be submitted for Technical Bid duly signed and stamped on every page by the BIDDER as token of acceptance of terms and conditions mentioned in the REQUEST FOR PROPOSAL (RFP).
4. The address and contact numbers for seeking clarification regarding this RFP are as under:-

Senior Administrative Officer (Central Procurement)
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka, Kolkata 700104
Contact Nos : +9133-7121 1000 Extn 1067/1060/106 3
E-Mail ID : sao_purchase@iimcal.ac.in sao_purchase@iimcal.ac.in
5. This RFP is divided into six parts as follows:-
 - (a) Sec.005T0 1 Tf8 0.59/ ET 28iiii

(b) FORM-

SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

1. The Tender Document. The Request for Proposal (hereinafter referred to as RFP) details the basic terms and conditions for entering into a contract for “EMPANELMENT OF MARKETING CHANNEL PARTNER TO PROMOTE/ MARKET OPEN MANAGEMENT DEVELOPMENT PROGRAMMES (MDP) IN INDIAN INSTITUTE OF MANAGEMENT CALCUTTA AT L1 RATE FOR PERIOD OF TWO YEARS (herein after referred as “Services”) in succeeding Sections. BIDDERS must go through the Tender Document for further details. The terms and conditions and other clauses may be amended or altered before the issuance of final tender document.

7. Documents Comprising the Bid.

- (a) Technical Bid/ Cover / Bidding. "Technical Bid RFP" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the documents as discussed below in pdf format. Pdf documents should not be password protected. If so, stipulated in NIT and Tender Documents, specified originals or ~~certified~~ certified copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted at in the Technical bid (if so, NEITHER IIMC will be responsible for any leakage of Financial Bid Information NOR any representation at later stage will be entertained). The following documents will be the part of Technical Bid Cover:
- (i) Bidder's Information as per FORM 1
 - (ii) Terms & Conditions Compliance Certificate as per FORM 2
 - (iii) Documents relating to Earnest Money Deposit (EMD) Bid Security OR Bid Security Declaration as per FORM 4.
 - (iv) Performance Statement as per FORM 5
 - (v) Integrity Pact as per FORM 7
 - (vi) Complete RFP duly signed and stamped.
 - (vii) Qualification Criteria Compliance Form F-3(t) 2.1 MCID 1(

Calcutta, Diamond Harbour Road, Joka, Kolkata-700104, West Bengal. However, BIDDER should ensure that the same shall reach to the office on or before the Last Date and Time of Submission of Bids". Procuring Entity should not be responsible for any delay/ loss in transit due to any reason and NO representation in this regard will be entertained by Procuring Entity at later stage. Hence, it is the sole responsibility of BIDDER to submit the same as per date and timeline.

- (e) Bidders are advised to upload only the relevant document which is/are asked for in this RFP.

9. Signing and Uploading of Bids.

- (a) Relationship between Bidder and e -Procurement Portal. The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e

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

- (a) Bidders are required to submit EMD in favour of "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" payable at KOLKATA for an amount of @50,000.00 (Rs. Fifty 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 RFP 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) DAY after the award of contract in its original form without any interest. EMD of successful bidder will be returned after submission of Performance Security Deposit without any interest.
- (c) EMD is not required to be submitted by those Bidders who are registered with the Ministry of Micro, Small & Medium Enterprises (MSME) or National Small Industries Corporation (NSIC). However, the Bidders who are registered with MSME or NSIC, such bidders need to furnish the BID SECURITY DECLARATION CERTIFICATE attached as FORM 4 to this RFP.

15. Performance Security Deposit (SD).

- (a) To ensure due performance of the contract, Performance Security Deposit is required to be submitted by the bidder.

from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

- (b) The Person Signing the Communications. For all purposes of the contract, including arbitration, there under all communications to the other party shall be signed by:
- (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

(e) Indemnities for Breach of IPR Rights.

- (i) The contractor shall indemnify and hold harmless, free of cost, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - (aa) Any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.
 - (ab)

(ii) T

- (b) If the authorised IIMC Official also desires (whether before or after prices have been finalised), the Contractor shall facilitate the concerned IIMC Official to visit the Contractor's premises to examine the production processes and to estimate or ascertain the cost of execution of the contract. The authorised IIMC Official shall, mutatis mutandis, have the right to examine all relevant books of the Contractor's sub-contractors or any subsidiary or associated firm or company, if any part of the contract has been assigned to or performed by such entities.
- (c) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
- (d) The Contractor or its agency is bound to allow examination of its books within THIRTY (30) DAYS from the date the notice is received by the contractor or its agencies calling for the production of documents under Sub-Clause above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

12. Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents Loaned to Contractor.

- (a) Unless stipulated in the contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (i) /TT0 1 Tf 0

contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

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- (b) Any failure or delay by any though their employment may have been sanctioned under clause above, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such (h)2.7(c)1105 To Tc 0 T9 (c)18(m3(r)6(g)3.696(h)2.7(

18. 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 employed1(i)(r)13.72.9(r)-3.1(,4()10.A(to)-5.6(0,.4-3.6(t)10.75i 05.1(ud)-3.83xec

On termination of the contract, it shall be the responsibility of the Service Provider to remove his persons immediately. IIMC shall not indemnify any loss caused by the agency by such termination, whatsoever it may be. During the notice period of the termination of the contract in the situation contemplated above, the Service Provider shall keep on discharging his duties till the expiry of the notice period.

- (a) If a Force Majeure Event continues or is in the reasonable judgment of the Parties i

(iii) Terminations for Default.

- (aa) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- (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 be liable for all costs and expenses incurred by the Procuring Entity in connection with the termination of the contract.

23. Fall Clause. The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any Persons/ Organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into

8. Terms and Mode of Payment.

- (f) The payments shall be made in the manner as per Procuring Entity's payment procedures. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. The service provider shall submit the bills on a monthly basis, at office of concerned authority at IIMC for the executed work, complete in all respects.

Section VI – Evaluation Criteria of Bid.

BID EVALUATION SYSTEM

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 be 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 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) Initially, the empanelment order would be awarded/ considered for award to the L1 Bidder. Then the price of L1 shall be counteroffered to the higher quoting responsive Bidders (under intimation to L-1), asking them to send their revised Bids.
L-1 Bidder would be specifically informed that it may, if it so desires, reduce its price and send its revised Bid accordingly. The Bidders, who accept the counteroffered rate (L-1 Rate) or rate lower than that (L-1 Rate), would be awarded parallel empanelment order. If L-1 Bidder lowers its rate in its revised offer, the same would also be accepted with effect from that date, and its rate contract amended accordingly.
- (d) In the case where parallel empanelment is necessary, but even the lowest responsive Bidder (L-1) price is not reasonable. In that case, price negotiation may be conducted with L1 Bidder in the first instance. If the L1 Bidder agrees to bring down the price to the desired level, empanelment would be concluded with it, and parallel Empanelment would be concluded as per the Sub Clause above. If, however, L1 Bidder does not agree to reduce its price in the first instance itself, then the price, which has been decided as reasonable, would be counter-offered to all the higher quoting responsive Bidders (including L-1) for further action on the above lines.
- (e) All such parallel empanelment order would be released transparently and simultaneously.
- (f) The bid evaluation will be done by the following LEAST COST SYSTEM (LCS) method prescribed in GFR2017 (amended from time to time): -
 - (i) According to this, the Technical Bid will be evaluated first as per the prescribed parameters.
 - (ii) Financial Bids will be opened for these technically qualified bidders only.

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 Letterhead)

Tender Document No. Tender 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 below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date---

.....
(Signature with date)

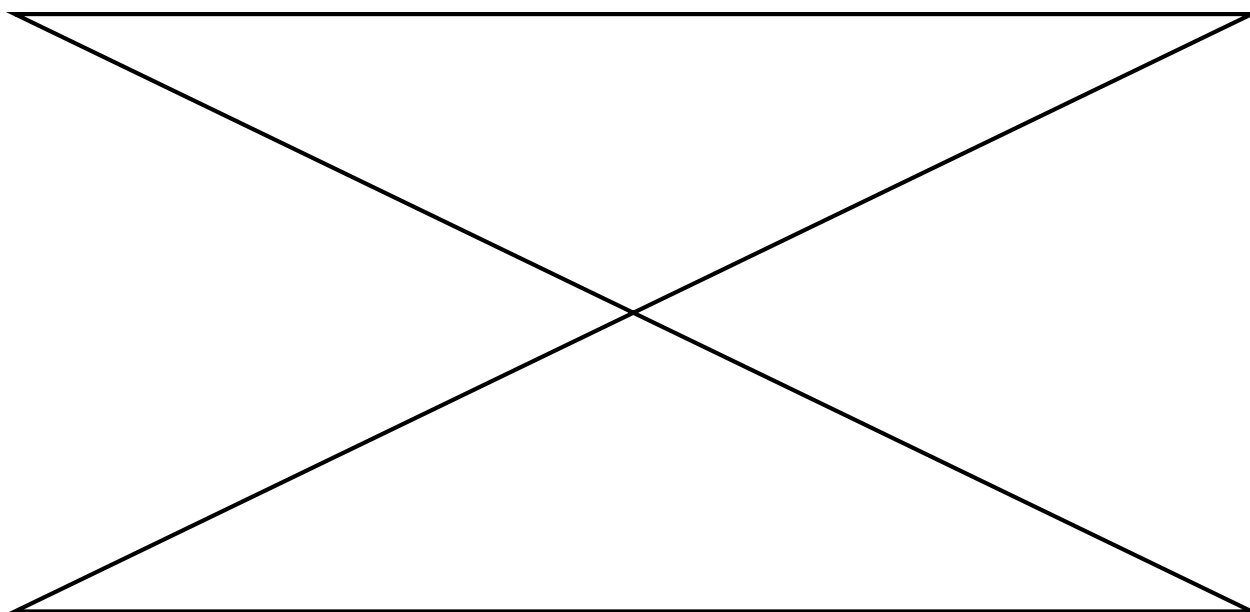
.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....
[name & address of Bidder and seal of company]

DA: Performance records/ contracts



FORM 6

PRICE BID FORMAT

Price Bid Format is attached as BOQ in the CPP Portal

Note:-

- (a) Technical Bid will be evaluated first as per eligibility criteria of bidders. Financial Bid will only be opened for those bidders who have technically qualified.
- (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 upto any value of supplies from them, they should clearly state that no GST 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

FORM 7
INTEGRITY PACT
(To be signed on Plain Paper)
(To be submitted as part of Technical bid)

INTEGRITY PACT FOR TENDER DOCUMENT NO _____ TENDER TITLE _____

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202_____, India.

BETWEEN

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA through the Chairman of the Board of Governors, for and on behalf of the President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall

- 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 BNS/ 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/ Contractors of Indian Nationality shall furnish the name

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

In the case of Subcontracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Subcontractor.

- 4) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 5) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

FORM 8
ESCALATION MATRIX

	Role	Time	Response	Escalation	Name	Designation	Contact Number
Level 1	Customer Support Representative	2 working Days	Support to solve problem	Unable to resolve Request to speak to manager			
Level 2	Customer Support Manager	Level 1 + 2 working Days	Support with support team working on resolution Get customer details for ticket logging and follow-up	Unable to resolve Need skills beyond support team capabilities			
Level 3	Senior Management	Level 2 + 3 working Days	Review Issue Request and document feedback Determine if any immediate resolution is possible regarding current status	Alternative solution within given time frame			
Level 4	Director or equivalent	Level 3 + 3 working Days	Review Issue Consider hiring new talent to solve issue	Formal approval for Final solution			

