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TENDER DOCUMENT

REQUEST FOR PROPOSAL

FOR

**SELECTION OF VENDOR FOR PROVIDING JOB/ SERVICES TOWARDS GYM.
INSTRUCTOR CUM FITNESS TRAINER AT THE GYMNASIUM INSIDE THE IIMC
CAMPUS FOR 07 (SEVEN) DAYS A WEEK FOR FOUR HOURS IN THE MORNING**

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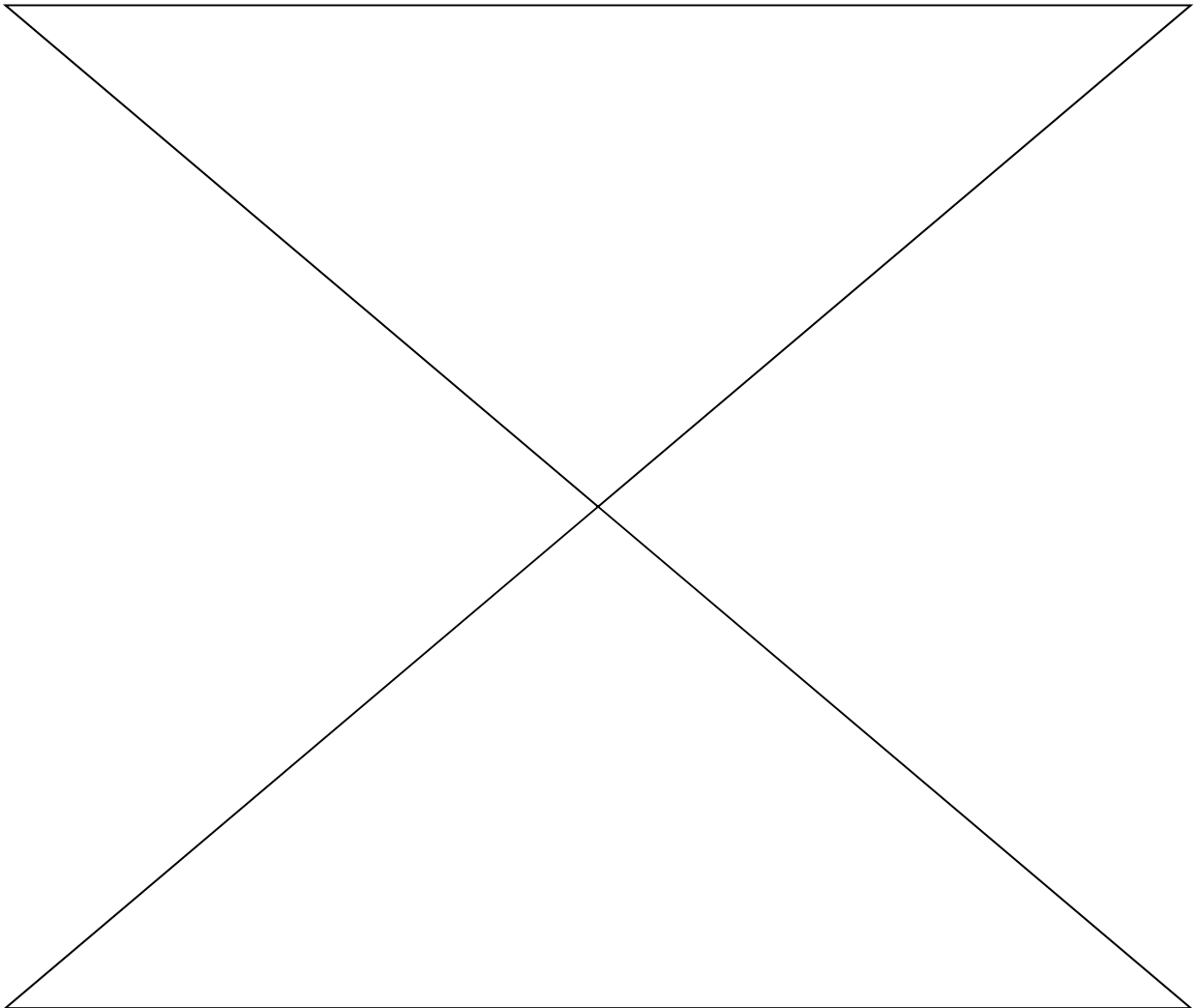
Yours Sincerely,
Sd/-x-x-x-x-x-x-x
(Zulfquar Hasan)
Senior Administrative Officer (Central Procurement)

9. 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)



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accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The 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, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the RFP. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. **Conflict of Interest**. Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this RFP. Bids found to have a conflict of interest shall be rejected as nonresponsive.
4. **Bidding System**. Single Stage Two Envelope System of Bidding has been adopted in which BIDDER should bifurcate their quotations in two envelopes. The first envelope called the Technical Bid, contains the eligibility criteria and technical aspects, (if any), performance aspects as well, commercial terms and conditions and documents sought in this RFP except the price bids financial details. In the second envelope, called the Financial Bid, the price bid along with other financial details are to be submitted. Technical Bid will be opened on the time and date mentioned above. Financial Bid will be opened after opening and evaluation of Technical Bid. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the BUYER.
5. **Availability of the RFP**. The RFP will be published on the Central Public Procurement Portal (CPPP) (www.eprocure.gov.in). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in RFP. Unless otherwise stipulated in this RFP, the downloaded RFP is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading RFP and uploading Bids on the e-Procurement portal may be addressed to Senior Administrative Officer (Central Procurement) of the IIM Calcutta.
6. **Downloading the RFP Corrigendum and Clarifications**. The RFP can be downloaded from CPP Portal till the date and time mentioned in NIT/ RFP/ Tender Document. If the office happens to be closed on the deadline for the availability of the RFP the deadline shall not be extended. Before the deadline for submitting RFP/ bids, IIMC may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RFP. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under 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 RFP. 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 RFP/ bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted the bid/ RFP in response to the original invitation shall have the opportunity to either withdraw bid/RFP or re-submit the bid/RFP superseding the original RFP/ bid within the extended time of o b

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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.**
- (vi) Complete RFP duly signed and stamped.

9. **Signing and Uploading of Bids**

(a) **Relatnhip**

14. **Earnes MoneyDeposit (EMD)/ Bid Secrity** .

- (a) Bidders are required to submit EMD in favour of "INDIAN INSTITUTE OF MANAGEMENT

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. **The Contract.**

(a) **Language of Contract.** Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

(b) **The Entire Agreement.** This Contract and its documents constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

(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 purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies there under and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.

(ii) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

(c) **Address of The Parties for Sending Communications By The Other Party**. For all purposes of the contract, including arbitration, there under the address of parties to which the other party shall address all communications and notices shall be:-

(i) The address of the Contractor is as mentioned in the Contract, unless the Contractor has notified the change of address by a separate communication containing no other information to the procuring entity. The Contractor shall be solely responsible for the consequences of failure to notify the change of address in the manner aforesaid j hs e f

(b) Obligation to Maintain Eligibility and Qualifications

(ac) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site.

(ad) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby, other than for the purpose indicated by or to be reasonably inferred from the contract in association or combination with any other equipment, plant, or materials not supplied by the contractor.

(ae) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

(af) If the contractor fails to notify the Procuring Entity within TWENTY-EIGHT (28) DAYS after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

(ag) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be

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(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 re

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.

(c) **The Obligation of Contractor to Ensure Awareness of Labour Codes**

(i) The Contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The Contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers.

(ii) The Contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

(iii) Procuring Entity, without any commitments or being obliged to do, may in its discretion, provide following facilities for Contractor's Contract Labour working on this Contract: -

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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 time, either party shall have the option to terminate the contract on expiry of NINETY (90) DAYS of commencement of such force majeure by giving FOURTEEN (14) DAYS notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

(b) None of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

17. **Dispute Resolution**. Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the ArbitrationQ r—A

20. **Non Disclose of Contact Documents**. Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

21. **Termination of Contact**. The contract may be terminated along with the forfeiture of the Security Deposit by serving one month's notice, in case the Service Provider:-

- (a) Assigns or sub contracts any of the service(s).
- (b) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.
- (c) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
- (d) Any violation of instruction (verbal or written) given by IIMC.
- (e) Contractor being declared insolvent by competent court of law.
- (g) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders. The security deposit money shall be absolutely forfeited by IIMC.
- (i) The SERVICE PROVIDER is declared bankrupt or becomes insolvent.
- (j) The BUYER has noticed that the Contactor has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc. The security deposit money shall be absolutely forfeited by IIMC.
- (k) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (l) As per decision of the Arbitration Tribunal.
- (m) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

In the event of premature closure of the contract for the said reasons, the security deposit money shall be forfeited by IIMC.

If the Service Provider desires to exit the contract in normal circumstances, a one months' notice, in advance should be produced by the agency.

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(p) The persons deployed by the Service Provider should not have any negative Police Records/Criminal cases against them. Service Provider will be required to produce antecedents of each hand deployed at IIM Calcutta duly verified by police. The character and antecedents of each personnel of the Service Provider will be verified by the Service Provider before their deployment after investigation by the Local Police & collecting proofs or identity like Driving License, Previous Work Experience, Proof of Residence and recent photograph and a certification to this effect submitted to the Institute. The Service Provider will also ensure that the personnel deployed are free from incurable contagious disease, and medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. The Service Provider should ensure that worker/ hands deployed are not drug addicts and does not smoke, not indulge in drinking alcohol or intoxicants or in gambling

(q) Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in Kolkata and only courts in Kolkata shall have jurisdiction to determine/decide the same.

(r) i

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- (aa) In case IIM Calcutta is implicated in any law / suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Service provider, all cost of defending such suit settlement of claims, penalty etc. shall be borne by the Service Provider or recovered from the due amounts payable to the agency and or from the security deposit held by IIM Calcutta.
- (ab) The decision of Competent Authority, IIM Calcutta in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the Service Provider.
- (ac) The Competent Authority, IIM Calcutta shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and the decision of the Competent Authority shall be final and binding
- (ad) The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding
- (ae) No accommodation will be provided by IIM Calcutta for the personnel deployed by the agency.
- (af) Any violation of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and de-barring of the Service Provider for future works.

- (i) Annul the award and treat it as a misdemeanor as per the contract and take any or all punitive remedies available there under, or
- (ii) Without annulling the award, take action as per GCC-clause of RFP to recover the overcharged amount.

6. **Fall Clause**. The price charged for the services under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the services or offers to sell service of identical description, to any persons/ organisations 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 services offered after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

7. **Taxes and Dues**. The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the services to the Procuring Entity. Further instruction, if any, shall be as provided in the contract. If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

8. **Payment of GST under the Contract**. The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being 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) f

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Section IV – Schedule of Requirement Scope of Work (herein after referred as SoR/ SoW).

Annex - I

1. **List of existing Equipment.**

a. **Cardio Section**

Sl. No.

2. **JOB DESCRIPTION.**

Section V – Eligibility Criteria of Bidder.

1. Bidder should have the following minimum eligibility criteria:-

Ser No	Eligibility Criteria	Document to be Produced as Part of Technical Bid
(a)	Bidder should have an Office/ Branch Office/ Operational Office in Kolkata Suburban Area	Copy of Trade Licence or Municipality Enlistment Certificate
(b)	Should have a valid PAN Card	Copy of PAN card
(c)	Should have a valid GST Number	Copy of GST certificate

(d) Bidder should have minimum

Section VI –

FORM 1

BIDDERS INFORMATION

SL No.	Particlars	YesNo	Details
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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:

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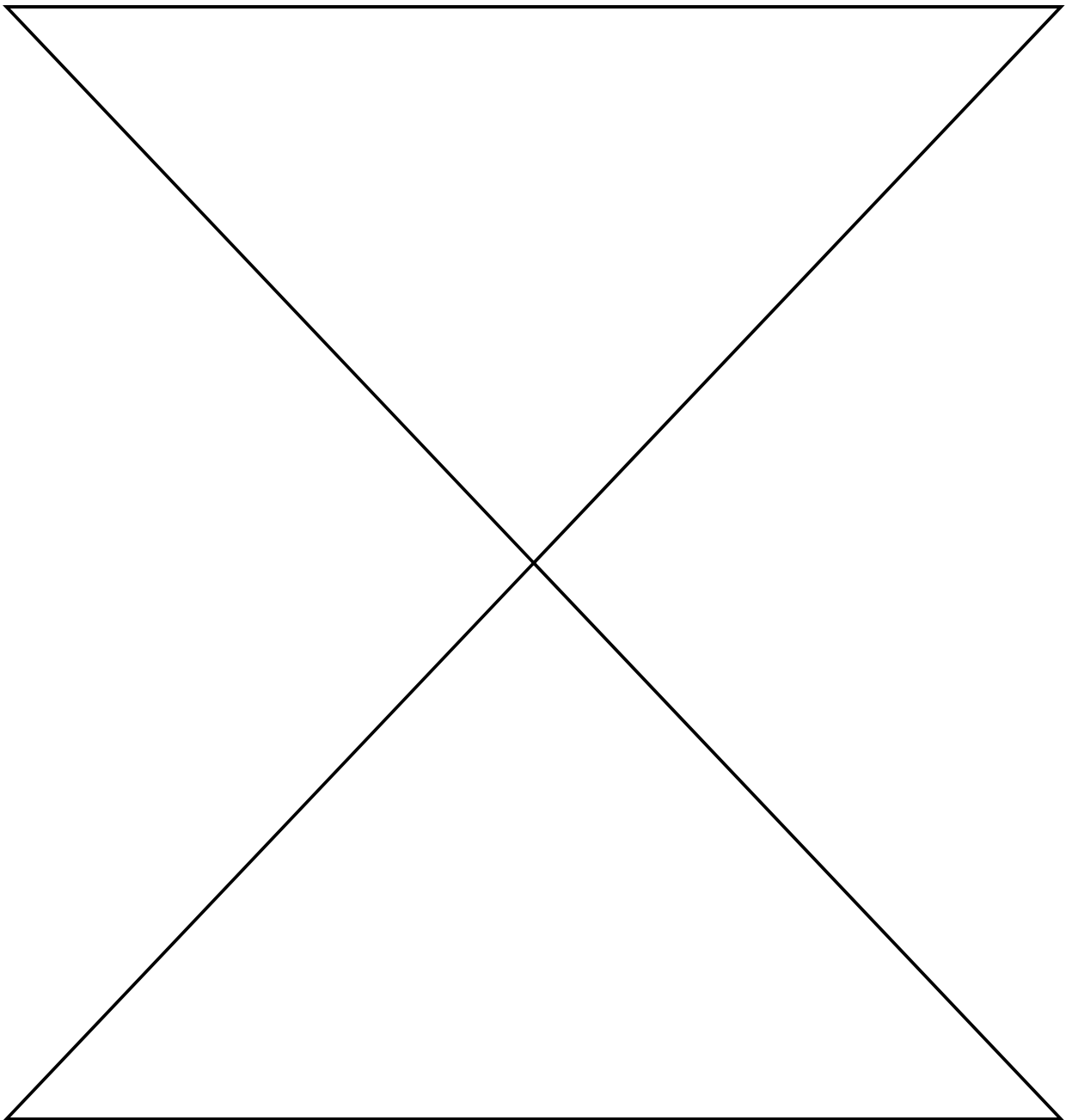
FORM 6

PRICE BID FORMAT

AS PER BOQ UPLOADED IN CPP PORTAL

Not :-

- (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/ disclosure OF FINANCIAL BID.
- (e) Any representation with regards to Evaluation criteria at later stage will NOT be entertained.



FORM 7
CHECK LIST: DOCUMENTS TO BE UPLOADED/ ATTACHED

Bidders are strictly advised NOT to upload/submit any additional documents other than those mentioned in this Check List. Uploading/ submitting additional/ unnecessary documents other than