

TENDER DOCUMENT

TENDER REFERENCE NO

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
Diamond Harbour Road, Joka,
Kolkata –700104

TENDER REFERENCE NOIMC/PUR/EMP/CS/I/2023-25
DATE : 02 JUNE 2023

REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF

- (c) Appendix 'C' –All Compliance Certificate
- (d) Appendix 'D' – No Claim Certificate
- (e) Appendix 'E' – Technical Eligibility Criteria.
- (f) Appendix 'F' – Bid Security Declaration
- (g)

(k) Representative of Successful Bidder(s) shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract.

(l) 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 Successful Bidder(s).

(m) 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.

(n) 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.

(o) Any violation of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and ~~de~~barment of the Service Provider for future works.

4. Bidders Information. Vendors are required to submit essential details in respect of their firms/ Company/ Agency as per Appendix ' B' to this RFP.

5. Delivery Period. As per terms and conditions of this RFP and requirement by IIMC.

6. Pre-bid Conference/ Meeting. PreBid Conference/ Meeting is **15 JUNE 2023 at 1430 hrs** as

(iii) The service provider shall provide all equipment and necessary support to safely move of materials/ documents to and from vehicles and in transit without damage.

(iv)

PROVIDER can be reviewed by the BUYER as per their discretion. However, rest of the terms and conditions of Empanelment Order will not be changed/ revised/ modified under any circumstances.

5. Performance Evaluation. The performance of the Service Provider in compliance with the terms and conditions of the tender document will be evaluated by the User Department of IIMC on completion of every year. The report of the committee will be placed to the Competent Authority of IIMC and the decision of the committee will be communicated to the Service Provider for compliance.
6. 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 Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.
7. Conciliation and Arbitration. 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 Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.
8. 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 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 persons

PART IV –SPECIAL CONDITIONS OF RFP

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the

(d) The Service Provider will be responsible to deliver the consignment at any location within the area specified in the contract irrespective of whether they have any Branch Office at that location or not.

(e) All road/ air/ sea (Inter/ Intra State/ National/ International) permits or licenses or any other relevant authorisation from competent authority as required for the transportation/ delivery of parcel (document/ non-document) shall be obtained by the Service Provider at its own cost. All air/ road/ sea rules pertaining to different States/ Countries should be followed by the Service Provider. While accepting the consignments for delivery the Service Provider should ensure that necessary document for check post are collected, so that consignment is not detained en-route for want of these documents. Any detention/ demurrage cost or expense incurred on this account shall be the Service Provider's responsibility to get the consignment released and delivered in time. In case of floods/ strikes/ riots, materials should be kept in the vault and safe custody of parcel (document/ non-document) lies with the Service Provider.

PART V –EVALUATION CRITERIA

1. Evaluation Criteria . All the bids will be evaluated in Two Stage

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

Government of India. A SEPARATE LIST MUST BE ATTACHED DULY SIGNED BY THE SERVICE PROVIDER AS
A PART OF TECHNICAL BID DOCUMENT

5. Docket Sheet. Service Provider shall provide all the Docket Sheet within TWENTY FOUR (24) from

TERMS AND CONDITIONS COMPLIANCE
(To be submitted as part of Technical bid on Company Letterhead)

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.

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BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

To
The Director,
Indian Institute of Management Calcutta Diamond Harbour Road, Joka
Kolkata – 700 104

Reference: Tender Document No.____ Tender Title:_____

Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of its bid if we breach our obligation(s) under the tender conditions if we:

- (a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.
- (b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).
- (c) Fail or refuse to sign the contract.

2. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- (a) Receipt by us of your notification.
- (b) Of cancellation of the entire tender process or rejection of all bids or
- (c) Of the name of the successful bidder or
- (d) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

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INTEGRITY PACT
(To be signed on Plain Paper)

INTEGRITY PACT FOR TENDER DOCUMENT NO _____

TENDER TITLE _____

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

BETWEEN

Procuring Organisation ----- through Head of the Procuring Organisation for and on behalf of 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, rules, 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'

1) '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 in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

The Principal shall exclude

- c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ 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 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.
- f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 4) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their r

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

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

12) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

13) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation

14) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.

15) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recues himself/ herself from that case.

16) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

17) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he/she shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non

- 21) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi
- 22) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 23) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 24) 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.
- 25) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 26) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 27) For and on behalf of the Principal

(Name of the Officer and Designation)

PRICE BID FORMAT

Ser No	Details of Services	Rates for Intra City (Including all Taxes, if any)	Rates for Intra State (Including all Taxes, if any)
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CLEARANCE TIMING OF PARCEL/ CONSIGNMENT

Ser No	Clearance Type	Clearance Time	Remarks
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