



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Diamond Harbour Road, Joka,
Kolkata - 700104

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- (f) Appendix - Technical Specification and Vendor Eligibility Criteria.
- (g) Appendix - Bid Security Declaration Certificate.
- (h) Appendix - Price Bid Format

7. Nominal/ merely typographic error may be overlooked or to be dealt as per the discretion of PROCURING ENTITY.

8. This RFP is being issued in no financial commitment and the BUYER reserves the right to change or withdraw it at any time. The BUYER also reserves the right to withdraw the RFP AND REJECT ANY TENDER, should it become necessary at any time.

9. Please return this along with the complete RFP duly signed as attached.

Yours faithfully
 Sd/-x-x-x-x-x-x-x
 (Zulfikar Ali Khan)
 Senior Administrative Officer (Purchase)

10. 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 shown contained in the RFP and contact forms. The attached RFP forms are duly completed and signed as submitted herewith.

Date : 2023

 Signature of Bidder

 Name in BLOCK CAPITAL Letters
 (Capacity, Position, Paper)
 With Stamp

(n) 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

(o) The Competent Authority IIM Calcutta shall be the sole authority to decide and judge the quality of services rendered by the agency and all other matters and the decision of the Competent Authority shall be final and binding.

(p) The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Intending Employer to all matters of dispute shall be final and binding.

(q) No accommodation will be provided by IIM Calcutta for the personnel deployed by the agency

(r) Any violation of the terms and conditions will lead to termination of the contract by the agency or forfeiture of the security amount and debarment of the Service Provider for future works

(s) Nodal person(s) shall be positioned at IIM Calcutta Camp by the Service Provider for the Job Contract with the Concerned Dept of the Intending Employer. (o) 317 (b) 5

5. Dispute Resolution. Any dispute arising in connection with the work shall be referred to be settled mutually by making reference to conditions of tender documents or prevailing local practices, 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 shall be in Kolkata. The award of the Arbitration shall be final, conclusive and binding on all parties

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(c) If a Bidder chooses q on a price incline

1. The Bidder is required to give confirmation of his acceptance of Special Conditions of the RFP mentioned in preceding paragraph which will automatically be considered as part of the Contract concluded in the successful Bidder (i.e. Contract as affected by the Contract). Failure to do so may result in

(a) **Force Majeure**. As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Sub Paragraph (i), (ii), (iii) and (iv) respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and

by the ~~Seice Poider~~ or any of h e Contractos to perfo

(i) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the BUYER.

(ii) The contract is terminated for any reason whatsoever

(c) The BUYER shall promptly notify in writing to the contractor if during the period above, he

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. dated, the delivery (description of services) (hereinafter called the contract).

And Whereas you have demanded that the contractor shall furnish a bank guarantee by Commercial bank for the amount specified herein as security for compliance with its obligations as per the contract.

And Whereas you have agreed to give the contractor a bank guarantee.

Now Therefore whereby I affirm that we are authorised and empowered to sign on behalf of the contractor to a total of (amount of the guarantee in words and figures) and to undertake to pay upon written demand declaring the contractor to be in default under the

figures) and we

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

Reference: Tender Document No. _____ Tender File: _____

Sir/ Madam

We, the undersigned, solemnly declare that

1. We understand that according to the conditions of this Tender Document the bid must be put 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 disqualified from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach any obligation(s) under the tender conditions if we -

(a) Withdraw/amend/ impair or negate, 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) Refuse to or failed to produce the original documents for any of 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 be forfeited if the contract is not awarded to us on:

(a) Receipt by us of 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 and date)

...

(Name and designation)

Authorized signatory for and on behalf of...

[name & address of Bidder and seal of company]

Dated on . day of [insert date of signing]

Place... [insert place of signing]

DATE:...

