



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

,

TENDER DOCUMENT

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO IIMC/DA TRANS/T/2023/24 DATED 21 JULY 2023

REQUEST FOR PROPOSAL (RFP) FOR ‘ENGAGEMENT OF TWO CARS (NONAQ) FOR DA STUDENTS FOR A PERIOD FROM 01 AUGUST 2023 TO 07 APRIL 2024 OR NEXT DAY OF CONVOCAION 2024 (WHICHEVER LATER) AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA’.

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as ‘IIMC’/‘BUYER’/ ‘PROCURING ENTITY’), ONLINE bids are invited from eligible BIDDERS (hereinafter referred as ‘BIDDER’/ ‘VENDOR’/ ‘SELLER’/ ‘AGENCY’/ ‘COMPANY’) for ‘ENGAGEMENT OF TWO CARS (NONAQ) FOR DA STUDENTS FOR A PERIOD FROM 01 AUGUST 2023 TO 07 APRIL 2024 OR NEXT DAY OF CONVOCAION 2024 (WHICHEVER LATER) AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA’

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6 This RFP is being issued with no financial commitment and the BUYER reserves the right to charge or vary any part thereof at any stage. The BUYER also reserves the right to withdraw the RFP AND REJECT ANY TENDER, should it become necessary at any stage.

7 Other than the terms and conditions mentioned in this RFP (Tender Document), the Rules and Provisions of the **mc b/PO** **enr hlag Hcdnyla RDwn, enionc: 42 H B** and C

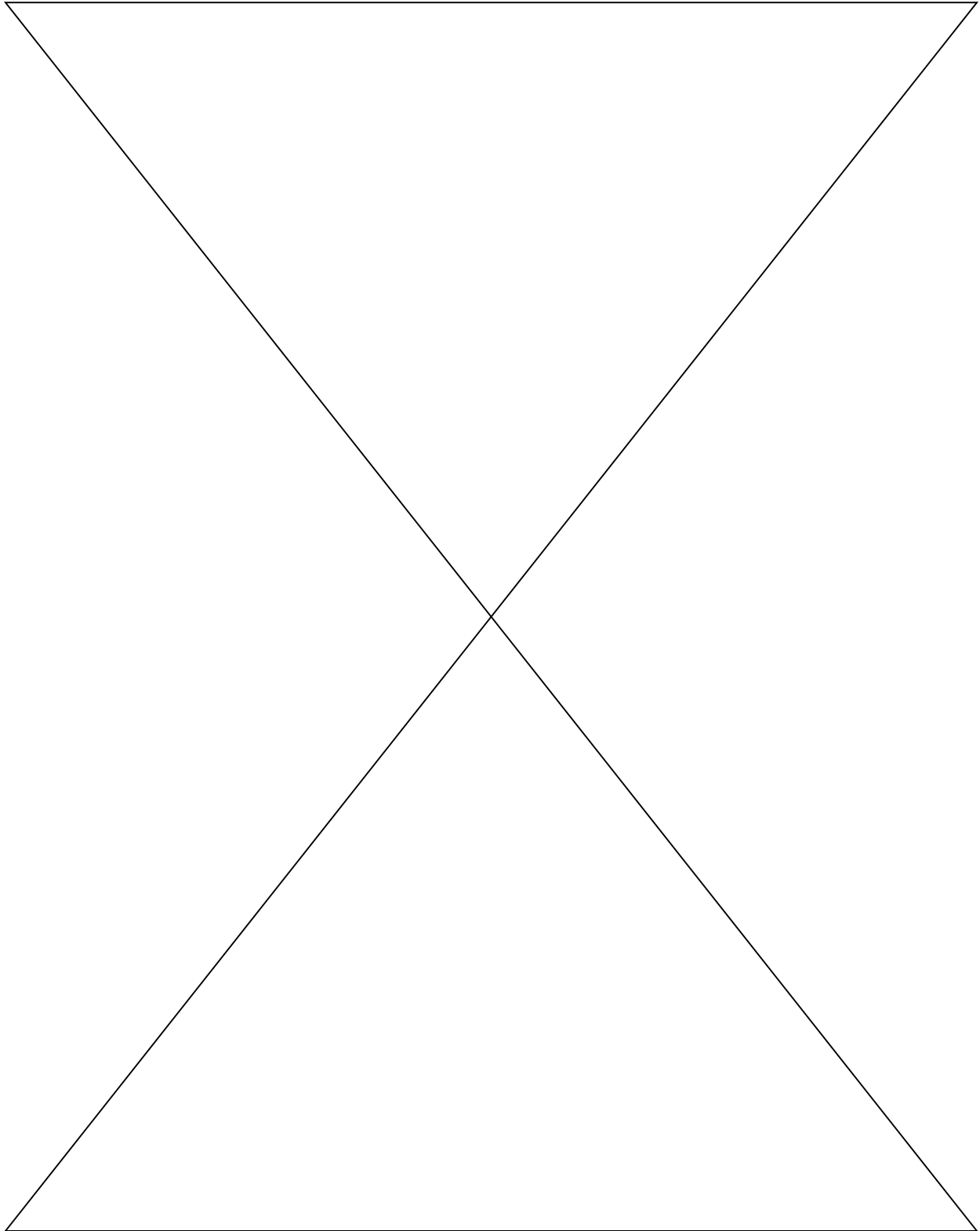
SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

1.

(iv) Bidder must upload scanned copies of originals (or self attested copies of originals - as specified). Uploaded pdf documents should not be password

19 The approval or rejection to tenders(s) rests with Competent Authority (CA) as applicable who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned



4 Communications

(a) Communications

(i) All communications under the contract shall be served by the parties on each other in writing in the contract's language, and served in a manner customary and acceptable in business and commercial transactions

(ii) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later:

(iii) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated

(iv) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification 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, thereunder all communications to the other party shall be signed by:-

(ii) The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.

(iii) In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5 Contractor's Obligations and Restrictions on Its Rights

(a) **Changes in Constitution/ Financial Stakes/ Responsibilities of a Contractor's Business** The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:-

(i) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the execution of such undertaking.

(ii) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.

(iii) If the contract is not terminated as provided in Sub-clause (ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronic form.

(d) The obligation of the contractor under sub clauses above, however, shall not apply to information that:-

(i) The contractor needs to share with the institution(s) participating in the financing of the contract.

(ii) Now or hereafter is or enters the public domain through no fault of Contractor:

(iii) Can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Financing Entity.

(iv) Otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy) as the case may be, given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

8 Performance Bond/ Security.

(a) Within fourteen days (or any other period mentioned) before the start of the work, the contractor shall submit to the Institution a performance bond in the form of a bank guarantee for the full amount of the contract price.

(e) To terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or

(f) Without Terminating the Contract:-

(a) The contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract.

(b)

(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 continue to perform the contract to the extent not terminated.

(ad) All warranty obligations, if any, shall continue to survive despite the termination.

(iv) Contractual Remedies for Breaches/Defaults or Termination for Default: If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one or more of the following contractual remedies:

(aa) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual

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PART III – SPECIAL CONDITIONS OF CONTRACT (SCC)

1.

(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.

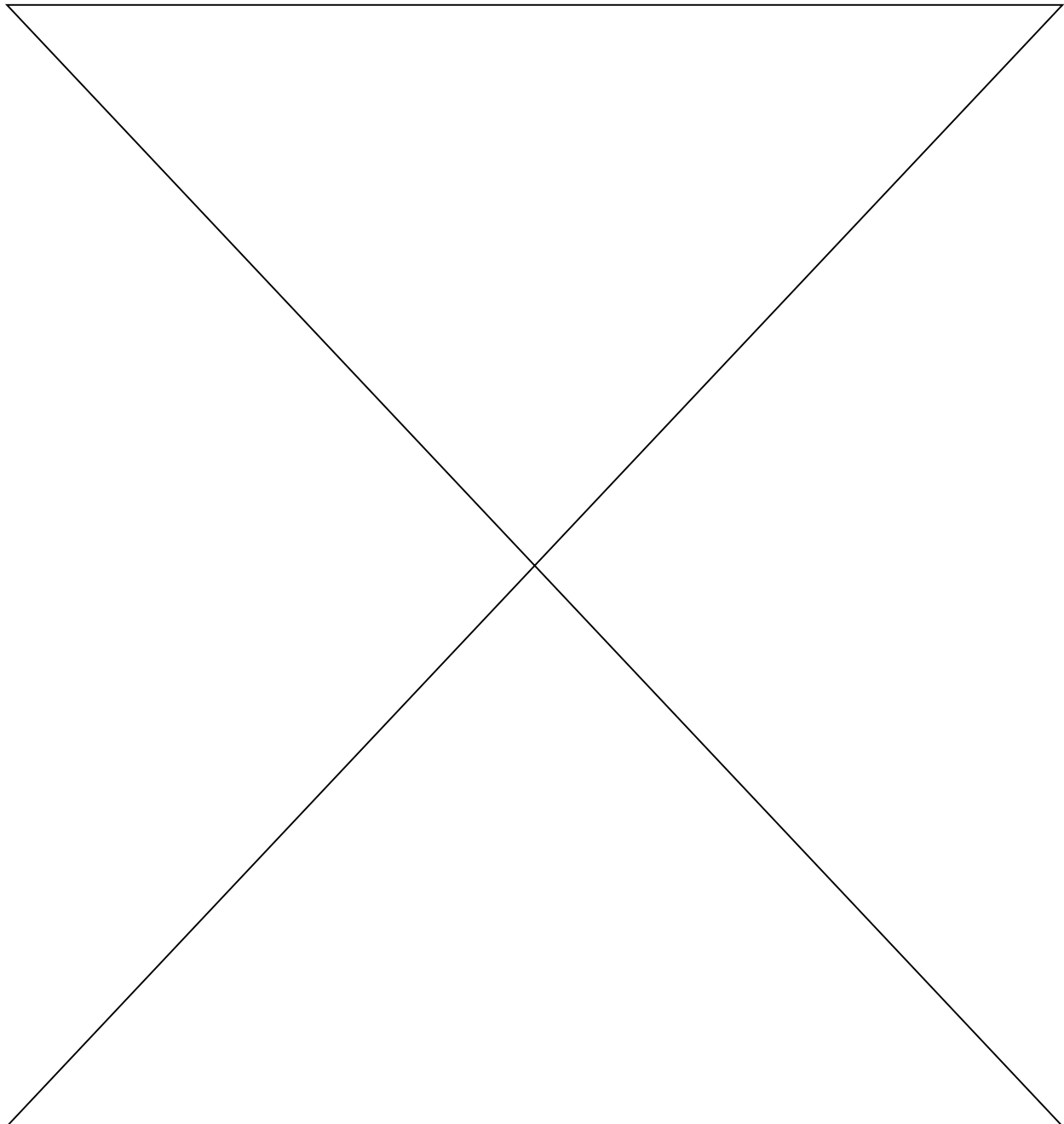
(b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately on receiving the same from the concerned authorities.

8 General Condition for Payment. Payments shall only be made in Indian Rupees. The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc, as stipulated in Contract and a manner as also specified therein. While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

9 Payment Methodology. The Company/ Agency/ Firm/ Service Provider will submit the bills in duplicate by SEVENTH (7th) DAY of every month in respect of claim for the preceding month with actual services certified by the Procuring Entity.

10 Advance Payment. NO Advance payments will be made.

11. Paying Authority. The processing of the bills of successful bidder will be made by the Accounts Department of IIMC.



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

1. Schedule of Requirements (SOR) / Scope of Work (SOW).

- (a) Availability of Car at IIMC 0700Hs to 2300Hs (Every Day).**
- (b) Car Type SEDAN (Non AC).**
- (c) Nos of Cars require 3 ~ @TU eq**

SECTION V

SECTION V

ELIGIBILITY CRITERIA OF BIDDERS

1. Bidders should have the following minimum eligibility criteria-

Ser No	Description of Criteria	Documentary Evidence Required as Proof
(a)	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card
(b)	The Company/Firm/Agency should have valid GST Certificate	Copy of GST Certificate
(c)	The Company/Firm/Agency should have at least three years' experience in successfully providing similar services to Government organization	— / a to v F ha

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FORM 1

BIDDERS INFORMATION

Sl No	Particulars	Yes/No	Details
1	Name of the Service Provider		
2	Registered Address		

FORM 3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

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 date to delivery (description of Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon you of (amount of the guarantee in words and figures) or h (amount of the guarantee in words and figures) emergency or the contractor's).

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 Letter head)

Tender Document No Tend No _____;

a The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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 IPC/ FC 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 reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Barring of business dealings".

Section 4- Compensation for Damages

5) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

6) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

7) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

8) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

9) In the case of Sub contracting the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub contractor.

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 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-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner; refrain from action, or tolerate action.

18) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

19) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PCA Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

20) The word 'Monitor' would include both singular and plural.

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 genuine. An award would

27) For and on behalf of the Principal

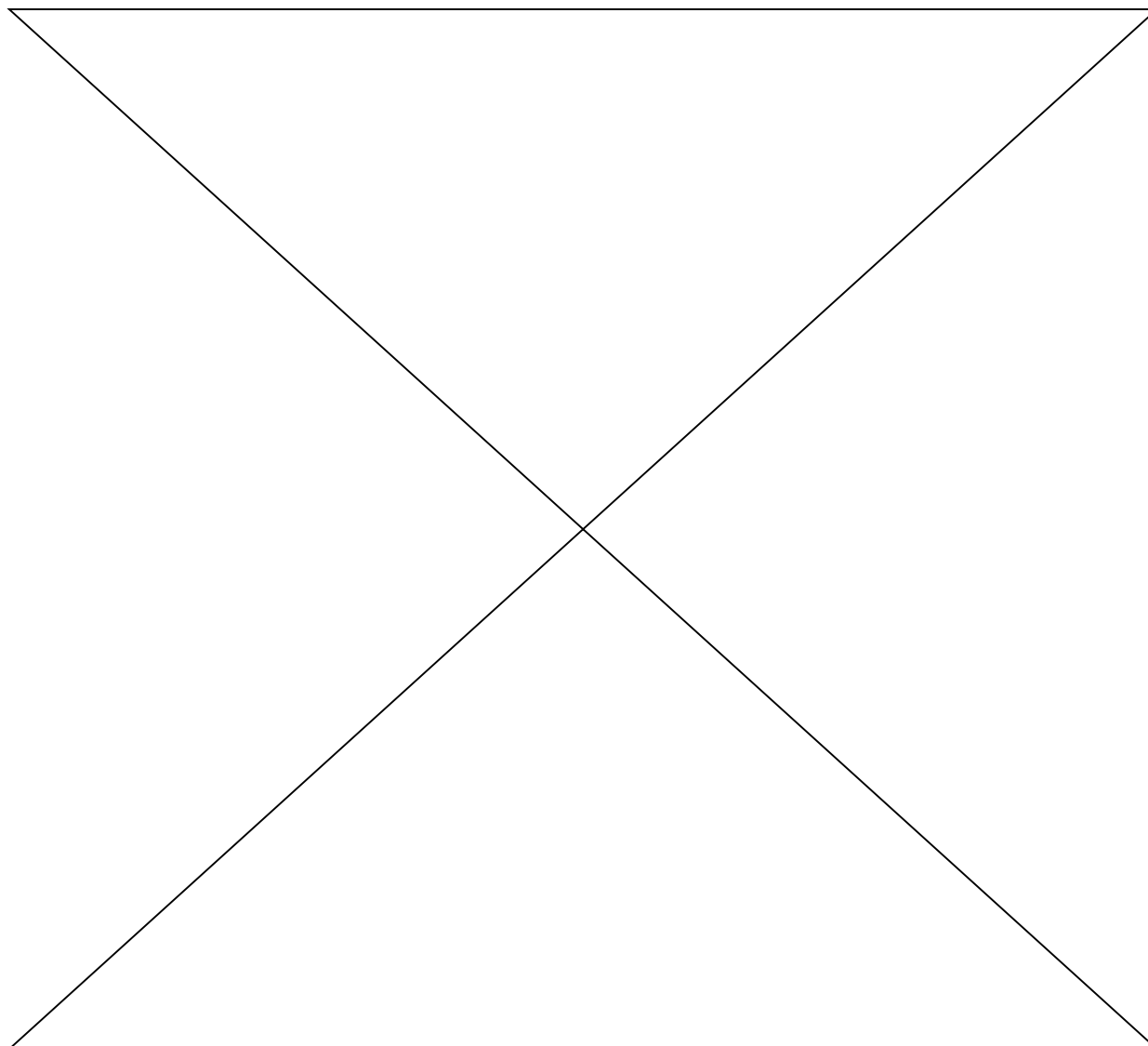
(Name of the Officer and Designation)
(Office Seal)
For and on behalf of Bidder/ Contractor'

(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)



CHECKLIST