



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA  
DIAMOND HARBOUR ROAD  
KOLKATA - 700104

भारतीय प्रबंध संस्थान कलकत्ता  
डायमंड हार्बर रोड, कोलकाता

TENDER DOCUMENT

REQUEST FOR PROPOSAL

FOR

**“Empanelment of Transport Service Providers at L-1 rate for providing services for hiring of vehicles at IIM Calcutta for a period of five years”.**

**TENDER REFERENCE NO: *IIMC/PROC/HTS/IV/2023-24***  
**DATED: *06 March 2024***

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**  
**TENDER DOCUMENT NO: IIMC/PROC/HTS/I/2023-24 DATED: 06 MAR 2024**

**REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF TRANSPORT SERVICE PROVIDERS AT L-1 RATE FOR PROVIDING SERVICES FOR HIRING OF VEHICLES AT IIM CALCUTTA FOR A PERIOD OF FIVE YEARS**

Sir,

1. On behalf of the 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 as "BIDDER"/ "VENDOR"/ "SELLER"/ "AGENCY") for "**EMPANELMENT OF TRANSPORT SERVICE PROVIDERS AT L-1 RATE FOR PROVIDING SERVICES FOR HIRING OF VEHICLES AT IIM CALCUTTA FOR A PERIOD OF FIVE YEARS** " by the Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal – 700 104.

2. 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 RFP.

3. The address and contact numbers for sending Bids or seeking clarification regarding this RFP is as under:-

**Senior Administrative Officer (Purchase),**  
Indian Institute of Management Calcutta  
Diamond Harbour Road, Joka, Kolkata – 700104  
Contact Nos : +91-33-7121 1000 Extn 1070/1063/1061/ 1067  
E-Mail ID : sao\_purchase@iimcal.ac.in , ao\_purchase@iimcal.ac.in

4. This RFP is divided into six parts as follows:-

- (a) **Section I** – Instructions to the Bidder (herein after referred as ITB).
- (b) **Section II** – General Conditions of Contract (herein after referred as GCC).
- (d) **Section III** – Special Conditions of Contract (herein after referred as SCC).
- (e) **Section IV** – Schedule of Requirement/ Scope of Work (herein after referred as SOR/ SOW).
- (f) **Section V** - Eligibility Criteria of Bidder.
- (g) **Section VI** – Evaluation Criteria of Bid.

5. This RFP contains the following FORMS:-

- i. FORM – 1: Bidders Information.
- ii. FORM – 2: Terms and Conditions Compliance Certificate.
- iii. FORM – 3: Bank Guarantee Format of Performance Bank Guarantee.
- iv. FORM – 4: Format for Bid Security Declaration.
- v. FORM – 5: Performance Statement.
- vi. FORM – 6: Price Bid Format.
- vii. FORM – 7: Format of Integrity Pact.

6. This RFP is being issued with no financial commitment and the BUYER reserves the right to change 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 "General Financial Regulations 2017" and "Manual for Procurement of Goods Updated in June 2022 (amended from time to time)" will be in vogue in case any disputes arise during the period of contract.**

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

Yours faithfully,  
Sd/-x-x-x-x-x-x-x  
(Zulfquar Hasan)  
Senior Administrative Officer (Purchase)

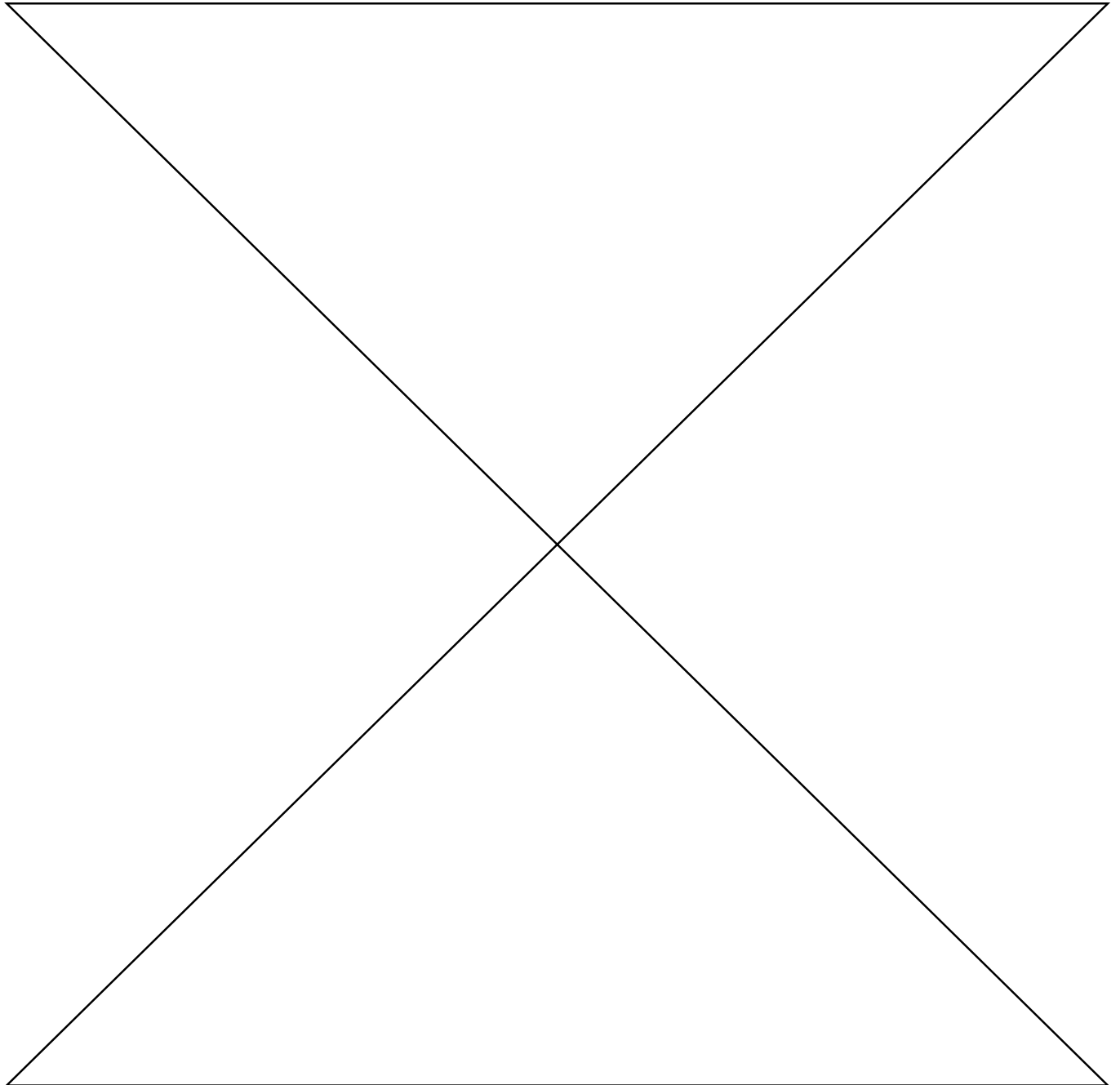
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9. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date: 2023

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
Name in Block Capital Letters  
(Proprietor/ Partner/Director  
with Stamp)



**SECTION - I**

**INSTRUCTIONS TO BIDDERS (ITB)**

1. **The Tender Document.** The 'Request for Tender' (hereinafter referred to as 'RFP') details the terms and conditions for entering into a contract for "***EMPANELMENT OF TRANSPORT SERVICE PROVIDERS AT L-1 RATE FOR PROVIDING SERVICES FOR HIRING OF VEHICLES AT IIM CALCUTTA FOR A PERIOD OF THREE YEARS***" (herein after referred as "Services") as detailed in succeeding Sections. BIDDERS must go through the Tender Document for further details.

2. **Procuring Entity – Rights and Disclaimers.**

(a) **Bids are to be addressed.** Bids are to be addressed to The Director, IIMC through the SAO (Purchase) of IIMC. The Tender Inviting Authority is the designated officer for uploading and clarifying this Tender Document.

(b) **Right to Intellectual Property and Confidentiality.** The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. However, Bidders may share these to prepare and submit its bid with its employees or holding Company. Bidders shall obtain from its employees or holding company undertaking of confidentiality similar to that imposed on Bidder under this clause. This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process. The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:-

(i) Now or hereafter is or enters the public domain through no fault of Bidder;

(ii) Is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or

(iii) Otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

***The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.***

(c) **Right to Reject Any or All Bids.** The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar works at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

(d) **Disclaimers.** The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process. The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies. The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document 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,

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correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. 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 tender. 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 THREE envelopes. The **first envelope called the Technical Bid**, contains the eligibility, technical quality and performance aspects sought in this RFP except the price. In the **second envelope**, called the Financial Bid, the price quotation is to be submitted. Technical Bid of all technically qualified bids will be opened at the time and date mentioned at para-17 of Section-1 (ITB). Financial Bid of only technically qualified bidders would be opened. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant after Technical evaluation is done by the BUYER.

5. **Availability of the Tender Document.** The Tender Document will be published on the Central Public Procurement Portal (CPPP) ([www.eprocure.gov.in](http://www.eprocure.gov.in)) of Government of India. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in tender documents. Unless otherwise stipulated in this tender document, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified at para-17 of Section-1 (ITB), this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to *Senior Administrative Officer (Purchase) of the IIMC, Kolkata*.

6. **Downloading the Tender Document; Corrigenda and Clarifications.** The Tender Document can be downloaded from CPP Portal till the date and time mentioned in NIT. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended. Before the deadline for submitting bids, IIMC may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. 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 Tender Document. 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 bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

7. **Documents Comprising the Bid.**

(a) **Technical Bid/ Cover.** "Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so, stipulated in NIT and Tender Documents, specified originals or self-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** attached to this RFP.
- (ii) Terms & Conditions Compliance Certificate to the Tender Clause as per **FORM 2** attached to this RFP.
- (iii) Documents relating to Earnest Money Deposit (EMD)/Bid Security OR Bid Security Declaration as per **FORM 4** attached to this RFP.
- (iv) Past Performance Statement as per **FORM 5** attached to this RFP.

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- (v) Undertakings for Integrity Pact as per **FORM 7** attached to this RFP.
- (vi) Complete RFP duly signed and stamped.
- (vii) Qualification Criteria Compliance. Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section V: Eligibility Criteria of Bidder needs to be attached.

(b) **Financial Bid/ Cover.** "Financial bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet) considering all financially relevant details, including Taxes and Duties.

**8. Manner of Submission of Bid.**

(a) The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online (Central Public Procurement Portal) shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Price Bid Format in Form 6 are to be submitted in "Technical Bid".

(b) Form 6 with rates duly filled in is to be submitted in the format provided online in the name of "Price Bid". Hence, physical submission of the documents is limited to submission of original Bid Security/Earnest Money Deposit (EMD). Bid Security/ EMD should be deposited in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business.

(c) Any tender received without Original Bid Security/ EMD [except those who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME)] and BID SECURITY DECLARATION CERTIFICATE (Attached as **FORM 4** to this RFP) (Bidders who are registered with NSIC and MSME), will be summarily rejected.

(d) Original / EMD/ Bid Security Declaration Certificate (as applicable) should be deposited in the Tender Box located in IIMC. Bidder can also send the EMD/ Bid Security Declaration Certificate (as applicable) through Postal Service addressed to the Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata – 700104, West Bengal. However, BIDDER should ensure that the same shall reach to the office of Procuring Entity on or before "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. Uploading of irrelevant/ unnecessary documents may lead to the rejection of Bid.

**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 organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

(b) **Signing of Bid.** The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder.

(c) **Submission/ Uploading of Bids.**

(i) No manual Bids shall be made available or accepted for submission (except for originals of Earnest Money Deposit/ Bid Security Declaration as applicable). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.

(ii) Bids shall be received only *Online* on or before the deadline for the bid submission as notified in NIT.

(iii) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.

(iv) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.

(v) The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA). In such event, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive.

(vi) Regarding the protected Price Schedule (MS Excel format), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."

(vii) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

(viii) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

(ix) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

(x) The Procuring Entity may extend the deadline for bids submission by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

(xi) Bid submitted through modalities other than those stipulated in this Tender Document shall be liable to be rejected as nonresponsive.

10. **Modification, Resubmission and Withdrawal of Bids.**

(a) E-Procurement on CPP Portal is a central and automated system of Govt of India, thus neither modification, re-submission and withdrawal of bids are controlled by the Procuring Entity nor Procuring Entity can do such things. Hence, once bid submitted on e-Procurement, Bidder cannot modify or withdrawal his/there bid since it is locked by encryption. Re-submission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed by system. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. Procuring Entity shall not be responsible for any changes/ modification in procedure for online bid submission/ modification/ re-submission and withdrawal of Bids after the Bid publication. Hence, interested/ intended BIDDERS are advised to be more cautious while submitting his/their Bids.

(b) Withdrawal of bids by any bidders during the period between “after the bid submission end date and time till the expiry of bid validity” is not allowed. In case bidder wish to do so, Procuring Entity shall be in full liberty or right to enforce Bid Security Declaration and forfeiture of Bid Security/ EMD (in full or in part) in addition to other punitive actions for such misdemeanor.

11. **Rejection of Bids.**

(a) Conditional bids will be rejected provided the condition mentioned in Form 2 are not accepted.

(b) Bids with abnormally high/low quotes would be rejected.

(c) Bids without Earnest Money Deposit/ Bid Security Declaration (as per para 8(d) above) will be rejected.

12. **Location of the Tender Box.** Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104 only for the purpose of depositing the Bid Security mentioned in para 8(d).

13. **Validity of Bids.** The Bids should remain valid till **SEVENTY-FIVE (75) DAYS** from the last date of submission of the Bids.

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

(a) Bidders are required to submit EMD for an amount of Rs. 50000/- (Rupees Fifty Thousand only) as part of the Technical bid. Bidders exempted from submitting EMD are to submit the BID SECURITY DECLARATION CERTIFICATE (attached as **FORM 4** to this RFP) during the period of Bid Submission.

15. **Performance Bank Guarantee.**

(a) To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after awarding of the contract in favour of “INDIAN INSTITUTE OF MANAGEMENT CALCUTTA” payable at KOLKATA, 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 and shall be kept valid till the conclusion of the contract period and 60 days thereafter.

(b) PBG will be **FIVE PERCENT** of the value of the contract as specified in the bid document and it will be returned-after successful completion of the contract provided there is no liabilities from the Service Provider or its employees. In case of any complaint, the PBG shall be discharged only after adjusting all dues, liabilities. PBG should remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any).

(c) In case of any change of constitution of the Service Provider, the rights of *IIM Calcutta* should not suffer. It should be clearly understood that the difference between the Performance



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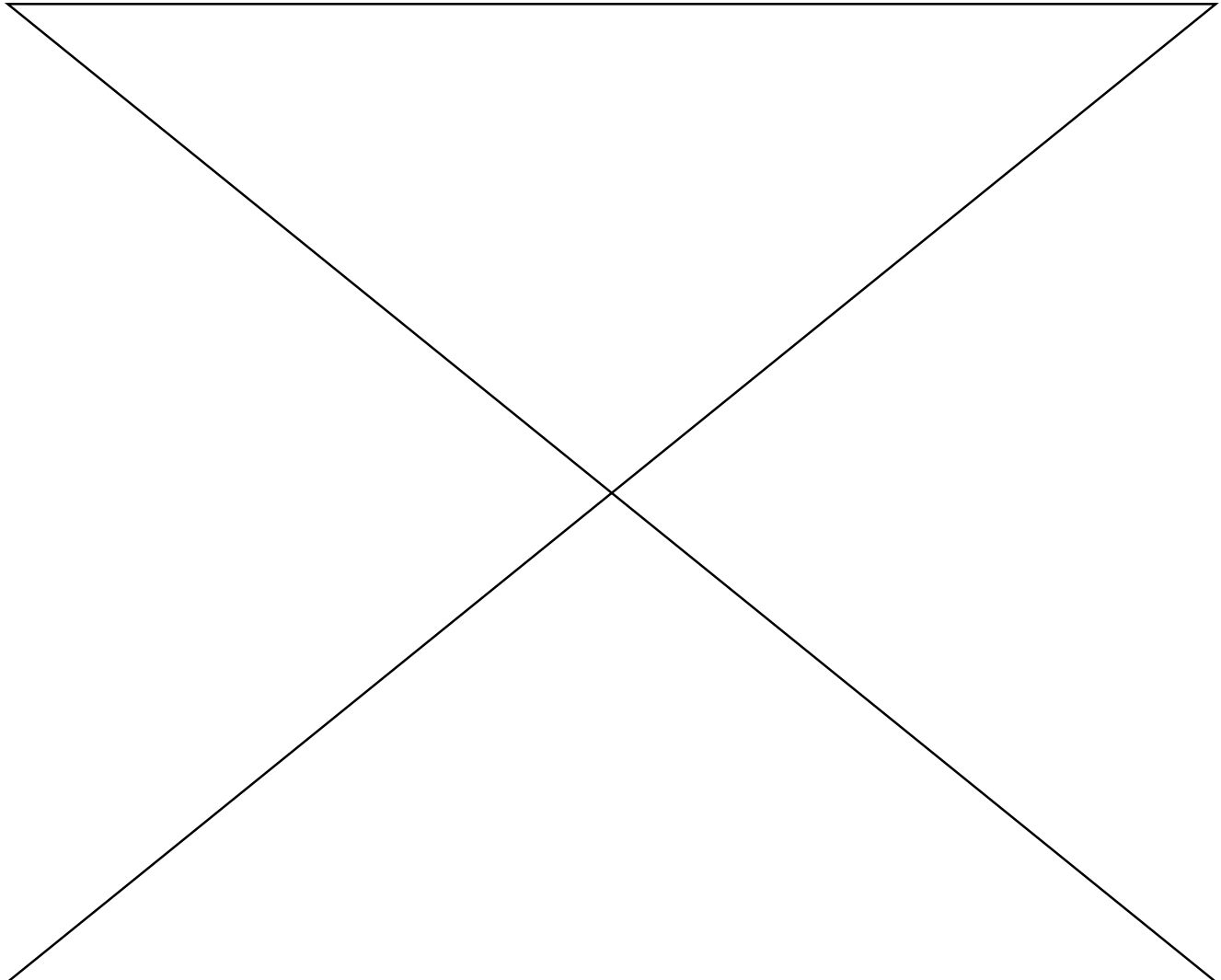
Security deposit and the EMD will be deposited by the Service Provider/Bidder. Proforma of Performance Bank Guarantee is enclosed at **FORM 3** to this RFP.

16. **Pre Bid Meeting/ Conference.** Pre-Bid Conference/ Meeting will be held on **11-03-2024 at 1500 hrs** as stipulated in NIT, prospective bidders interested in participating in this tender may attend the Pre Bid Meeting/ Conference to clarify terms and conditions of the tenders at the venue, date and time specified therein

17. **Important Dates.** Important dates related to this RFP are as under:-

Ser No	Events	Date	Time
(a)	Published on CPP Portal	06 03 2024	1540 HOURS
(b)	Bid Submission Start	06 03 2024	1540 HOURS
(c)	Pre Bid Meeting	11 03 2024	1500 HOURS
(d)	Bid Submission End	26 03 2024	1100 HOURS
(e)	Technical Bid Opening	27 03 2024	1100 HOURS
(f)	Financial Bid Opening	To be opened after opening and evaluation of Technical Bid	

18. 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.



**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 constitute the entire agreement between the Procuring Entity and the contractor and supersede 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.

(c) **Severability.** If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

(d) **Parties.** The parties to the contract are the contractor and the Procuring Entity.

(e) **Contract Documents and their Precedence.** The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:-

(i) Valid and authorized Amendments/Corrigendum issued to the contract.

(ii) The Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity.

(iii) The Letter of Award (LoA).

(iv) Final written submissions made by the contractor during negotiations, if any.

(f) **Modifications/ Amendments, Waivers and Forbearances.**

(i) **Modifications/ Amendments of Contract.**

(aa) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

(ab) If the contractor does not agree to the suo-moto modifications/amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.

(ac) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and

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until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

(ii) **Waivers and Forbearances.** The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:-

(aa) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.

(ab) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

**2. Governing Laws and Jurisdiction.**

(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3. **Changes in Laws and Regulations.** Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

**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.

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(b) **The Person Signing the Communications.** For all purposes of the contract, 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, the address of parties to which the other party shall address all communications and notices shall be:-

(i) The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the Procuring Entity. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(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 Contract'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.

viii. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:-

(a) 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 date of such undertaking.

(b) If the contract is not terminated 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 electronically.

(i) If the contractor is a proprietorship concern, the contractor shall not induct anybody as a partner in his business without the consent in writing of the Procuring Entity.

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(ii) If the contractor is a Limited company it shall not change the shareholding pattern of the promoters of the company without the consent in writing of the Procuring Entity.

(b) **Obligation to Maintain Eligibility and Qualifications.** The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within SEVEN (07) DAYS of it coming to the Contractor's knowledge. These changes include but are not restricted to change regarding declarations made by it in its bid in Eligibility Declaration.

(c) **Change in its Qualification Criteria Submitted in its Bid in Qualification Criteria - Compliance and its Sub-Form(s).**

(i) **Restriction on Potential Conflict of Interests.** Neither the contractor nor its Personnel shall engage, either directly or indirectly, in any of the following activities:-

(aa) During the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.

(ab) After the termination of this Contract, such other activities as may be stipulated in the contract.

(ii) **Consequences of a Breach of Obligations.** Should the contractor or any of its partners or its Personnel commit a default or breach of any clause mentioned above, the Contractor shall remedy such breaches within TWENTY ONE (21) DAYS, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under. The decision of the Procuring Entity as to any matter or thing concerning or arising out of above mentioned Clauses or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

(d) **Assignment and Sub-Contracting.**

(i) The contractor shall not without the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

(ii) If the Contractor sublets or assigns this contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under.

(e) **Indemnities for Breach of IPR Rights.**

(i) The contractor shall indemnify and hold harmless, free of costs, 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 Services 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.

(a) 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

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negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

(b) 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.

(c) 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 reimbursed by the contractor for all reasonable expenses incurred in so doing.

6. **IPR Rights, Confidentiality and Secrecy.**

(a) **IPR Rights.** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) **Confidentiality.** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) **Secrecy.** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed there under.

7. **Obligations of the Contractor.**

(a) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(c) Notwithstanding the above, the contractor may furnish to its holding company such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

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

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(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 Procuring 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 Security.**

(a) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to SIXTY (60) DAYS (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations.

(b) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

(c) 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 remedies provided for breaches/default.

(d) Without Terminating the Contract the procuring Entity may :-

(i) Recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organization or otherwise;

(ii) Treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

(e) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within FOURTEEN (14) DAYS of issue of the amendment.

(f) The Procuring Entity shall be entitled, and it shall be lawful on his part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:-

(i) Any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Procuring Organization or any part thereof.

(ii) Any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

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(iii) In either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

(g) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

(h) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

9. **Permits, Approvals and Licenses.** Whenever the supply of Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid.

10. **Book Examination Clause.** The Procuring Entity reserves the right for 'Book Examination' as follows:-

(a) The contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any IIMC personnel 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 or relevant for verifying or ascertaining the cost of executing this contract to such IIMC authorized personnel in such manner as may be required. The decision of such IIMC authorized personnel on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.

(b) The contractor shall, if the authorised IIMC authorized personnel so requires (whether before or after the prices have been finally fixed), afford facilities to the IIMC authorized personnel concerned to examine all the relevant books of Contractor's or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out 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 SIXTY (60) 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.

11. **Terms of Delivery and Delays.**

(a) **Effective Date of Contract.** The effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within FOURTEEN (14) DAYS of the date signed by the procuring entity or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. No notice to commence the contract shall be issued separately.

(b) **Time is the Essence of the Contract.** The time for delivering the services stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery



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schedule must be adhered to as mentioned by the Procuring entity in its requisition to the successful bidder.

(c) **Delay in the Contractor's Performance.** If the Agency fails to deliver the services within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:-

- (i) Recover from the agency denial clause as per clause in the Tender, OR
- (ii) Treat the delay as a breach of contract and avail all the remedies therein.

14. **Denial Clause**

No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

15. **Force Majeure.**

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, 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) DAY'S 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.

16. **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 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. Director IIMC will be the Competent Authority for assigning the Arbitration.

17. **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

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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 employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offence by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the Contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Procuring Entity or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of the Procuring Entity or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Procuring Entity may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

19. **Non-Disclosure of Contract Documents.** Except with the written consent of the Procuring Entity, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

20. **Termination of Contract.** The contract may be terminated with forfeiture of the security deposit, call for explanation for lapses on the part of the successful bidder, issuing warnings and 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 / agreement or suppression of fact.
- (e) Contractor being declared insolvent by competent court of law.
- (f) If Service Provider desires to exit the contract in normal circumstances, a three months' notice, in advance should be produced by the agency.
- (g) On termination of the contract, it shall be the responsibility of the Service Provider to remove his persons immediately. IIM Calcutta 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.
- (h) In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by IIM Calcutta.
- (i) At the end of contract period / termination of the contract, the agency shall hand over the charge to the new Service Provider (appointed by IIM Calcutta if any) without any hindrance. In case of non-compliance, the security deposit shall be forfeited.
- (j) The delivery of the service (s) is delayed or not as per the attributes mentioned in the tender document or for causes not attributable to Force Majeure for more than consecutive THREE (03) instances beyond stipulated time.
- (k) The Contractor is declared bankrupt.
- (l) As per decision of the Arbitration Tribunal.

(m) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders.

(n) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

(o) If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this agreement by issuing Termination Notice.

21. **Defaults, Breaches, Termination and Closure of Contract.**

(a) **Termination due to Breach, Default, and Insolvency.**

(i) **Defaults and Breach of Contract.** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:-

(aa) **Default in Performance and Obligations.** If the contractor fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

(ab) **Insolvency.** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

(ac) **Liquidation.** If the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

(ii) **Notice for Default.** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving THREE weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(iii) **Terminations for Default.**

(aa) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within THREE 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 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 remedies are complete.

(ab) Recover liquidated damages and invoke denial clause for delays.

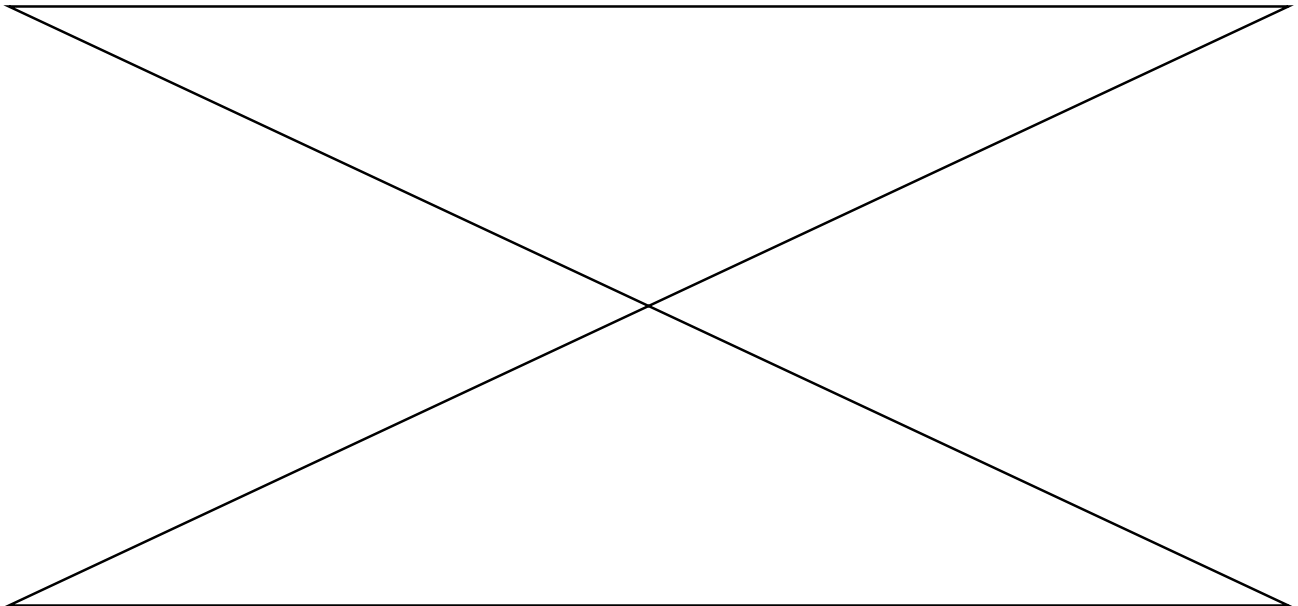
(ac) Encash and/ or Forfeit performance or other contractual securities.

(ad) Prefer claims against insurances, if any.

(ae) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

(v) **Risk and Cost Procurement.** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

(vi) **Limitation of Liability.** Except in cases of criminal negligence or willful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.



**PART III – SPECIAL CONDITIONS OF CONTRACT (SCC)**

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 successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **FORM 2** to this RFP

2. **Prices and Payments.**

(a) **Charged Prices.** Prices to be charged by the contractor for Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.

3. **Taxes and Duties.** The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred. 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.

4. **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.

(a) 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.

(b) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.

(c) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

(d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:-

(i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault.

(ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.

(iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

(iv) In case of profiteering by the contractor relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

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(v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

(vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

5. **Terms and Mode of Payment.** 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.

6. **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.

7. **Payment Methodology.**

(a) Payment will be made only for total km. run by the car for IIMC on official duty with admissible charges or minimum charges of 50 Kms or 5 hours whichever is higher will be accepted for a trip.

(b) If reporting & releasing at IIMC campus, 10 Kms.(5 Kms.+5 Kms.) will be given extra in addition to actual kms. distance run by the car or extra run of ½ (half) hour for reporting and ½ (half) hour for garaging will be entertained. 5 Km additional mileage will be allowed in case the duty commences from the IIMC campus for onward journey and similar 5 km from IIMC to the garage of the Agency. The Agency will not get this facility, if the duty commences from the place or the location of the Garage and/or towards the place of destination.

(c) If reporting & releasing at place specific like Airport/ Howrah Station/ Sealdah Station, the rates will be specific/fixed as per BOQ.

(d) The payment will be made only for those duty slips which have been signed by the faculty member/officer/staff/guest using the vehicle. It will be the responsibility of the driver to get the duty slips signed by the faculty member/officer/staff/guest on completion of duty. No payment will be made for unsigned duty slips. Duty slip should be completed in all respect i.e. Time and Odometer Reading at the time of commencement of journey from the Institute/or reporting point. Time and Odometer Reading at the time of journey at Institute/destination, total run of vehicle and places visited for work in-route (if any).

(e) The duty slips must have the option of user feedback where the journey will be graded as follows:

Poor	Average	Good	Very Good	Outstanding
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It should have a column for suggestion (if any). Suppliers must make necessary rectifications of all the duty slips being graded “Average” or below. Grading below “Good” for three (3) consecutive occasions by three different users will fetch a penalty as detailed below:

	Violation 1	Violation 2	Violation 3	Violation 4
Penalty	3 (three) Consecutive below average grading by three different users	6 (six) Consecutive below average grading by six different users within 6 months	3 (three) Incident of Violation 1 within 6 months / 2 Incident of Violation 2 within 1 year	3 (three) Warning in two consecutive years
	25%	30%	40% and warning to be issued	Termination of Contract and debarment with forfeiture of security deposit
Violation 1: 25% of the cost towards high valued trip in next 15 days would be deducted as penalty in case of 3 (three) Consecutive below average grading by the three different users against the Vendor.				
Violation 2: 30% of the cost towards high valued trip in next 15 days would be deducted as penalty in case of 6 (six) Consecutive below average grading by six different users against the Vendor within 6 months.				
Violation 3: 40% of the cost towards high valued trip in next 15 days would be deducted as penalty in case of 3 Incident of Violation 1 within 6 months / 2 Incident of Violation 2 with warning to be issued.				
Violation 4: 3 Warning in two Years will result in termination of Contract and debarment with forfeiture of security deposit.				

Appropriate actions as deemed fit by the Competent Authority of the Institute will be initiated after giving a reasonable opportunity to the successful bidder(s) to defend themselves.

- (d) Bills shall be submitted in duplicate of hired vehicles, duly supported by the duty slip properly signed by the user/authorized person, and requisite documents {receipt(s) of payment of all taxes, parking fees} on monthly basis. Payment to the agency will be made after deduction of TDS.
- (e) No claim in respect of under-payment to the agency shall be considered valid or shall be entertained unless a claim in writing is made within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months’ period shall be liable to be summarily rejected by IIM Calcutta. IIM Calcutta will have the right to recover any over payment which might have been made to the agency by IIM Calcutta through inadvertence, error, etc., or any cause whatsoever from their bills and/or from the security deposit or any other amounts due to him.
- (f) Invoices must be submitted to the Transport Department with the relevant supporting documents (complete in all respect) within fifteen (15) days of conclusion of journey. Bills submitted after fifteen (15) days of conclusion of journey and before thirty (30) days of conclusion of journey will only be accepted after due justification from the suppliers. No bills will be accepted after thirty (30) days of conclusion of journey.

8. **Advance Payment.** NO Advance payments will be made.

9. **Paying Authority** Invoices must be submitted to the Transport Department with the relevant supporting documents (complete in all respect) within fifteen (15) days of conclusion of journey. Bills submitted after fifteen (15) days of conclusion of journey and before thirty (30) days of conclusion of journey will only be accepted after due justification from the suppliers. No bills will be accepted after thirty (30) days of conclusion of journey.

10. **Other terms and conditions**

- (a) Conditional tenders will not be accepted and will be summarily rejected.
- (b) The IIM-Calcutta's offer of the contract to the agency so empanelled would need to be accepted within 7(seven) days from the date of issue of the offer. Failure to accept the offer within this period will result in cancellation of the offer.
- (c) The agencies should quote one price for each type of vehicle specified in BOQ. The price bid not submitted in the format specified in the BOQ will not be accepted & the application will be rejected.
- (d) It may please be noted that while booking the car, the car agency has to honour its commitment and provide the cars to IIM-Calcutta. In case, the agency is not in a position to provide the car, it will be viewed seriously and the contract with such agency will be terminated by following due procedure including debarment and forfeiture of security deposit.
- (e) The agency shall have all necessary mandatory approvals/certificates/registration/registered power of attorney (in case the vehicle is not in the name of the owner), etc. All the vehicles to be supplied to IIM-Calcutta will be registered as Commercial/Tourist vehicles and shall have comprehensive insurance cover with adequate clause to cover the passenger for injuries/death and all matters related to insurance will be settled by the agency. In no case, vehicles which are not registered for commercial purpose, shall be supplied to IIM-Calcutta.
- (f) In case, any information / document is (are) found to be false or incorrect at a larger stage also it shall invite immediate disqualification/termination of the agency contract from empanelment. Security Deposit in such cases will be forfeited. The original document may be verified / scrutinized during the tendering process.
- (g) The vehicle should be in good condition and should be well maintained, properly cleaned inside and outside and in good hygienic condition.
- (h) The drivers shall have a valid driving license and should be well behaved, in proper uniform with identity card indicating their name and name of the agency while on duty and shall carry common mobile phone (at the cost of agency) with them. The agency shall change the driver on receipt of complaints from the IIM-Calcutta, if any.
- (i) The drivers shall not enter the office premises / floor of IIM-Calcutta for any other reasons except for attending to the services of the faculty members/officers/staff to whom the agency's car is allotted for services.
- (j) Any damages/repairs of the vehicle shall be borne by the agency.
- (k) Tax at source, shall be deducted at the rates applicable from time to time from the bill amounts payable to the agency.
- (l) IIM-Calcutta reserves the right to terminate the contract of empanelment following due procedure at any time without any notice or assigning any reason therefore. Dues on pro-rata/mileage basis will be cleared before termination and security deposit may be forfeited and the decision of the IIM-Calcutta in this regard will be final.
- (m) In case, the vehicle is withdrawn for maintenance, repairs, breakdown, etc., a substitute vehicle of same variant in good condition should be provided within forty-five (45) minutes from the time of breakdown.
- (n) Payment Terms- Bills shall be submitted to the authority specified in Para 9 above. Parking charges/ Toll tax and other charges (if any) shall be reimbursed on actual basis subject to the production of parking receipts (original) duly signed by the user /indentor.
- (o) The successful bidder/s shall accept the offer along with the terms & conditions stipulated by the IIM-Calcutta in writing.



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- (p) In the event of the IIM-Calcutta requiring more number of vehicles, the agency should be in a position to meet the additional requirement and shall be prepared to supply the cars at the rates quoted.
- (q) The agency shall provide the vehicle at IIM Calcutta, Joka as per requirement or at any other place intimated to the agency for travel in Kolkata or its suburbs. The maximum dead mileage allowed towards to & fro journey from garage to the place of duty will be 10 (ten) Kms or actual (whichever is less).
- (r) A log book/Duty Slip as per the standard of industry has to be maintained for every vehicle/duty provided by the vehicle hire agency recording the opening/closing kms., time and location of trip. It shall be the responsibility of the hiring agency to obtain the signatures of the guest/passenger at the end of every trip. Such documents must be attached to every bill tendered for settlement.
- (s) The vehicles are required as per necessity from the date of issue of the work order. The contract vehicles are to be used by official(s) of the Institute and Institute works only.
- (t) The duty hours and kilometers will be calculated from the reporting time to releasing time of the vehicle on each day. Extra run of 15 minutes for reporting and 15 minutes for garaging may be entertained. Bills should be prepared on the basis of engagement of the car clearly mentioning: Day & Time/Km/Hr in the release column of the Duty Slip.
- (u) The Log Book or Duty Slip is to be maintained by the agency as per proforma to be specified by the Transport Department, which is to be acknowledged by the controlling officer. In case of loss of the said Log-Book or Duty Slip, the controlling officer's decision regarding payment will be final.
- (v) Courtesy and good behavior on the part of the driver is important. Discourteous or careless driver should be replaced on demand by the Institute.
- (w) The Agency is solely responsible for all actions including payment of any type of claims arising out of infringement of rules, regulations, accident or any other unforeseen happening. In case, the vehicle is withdrawn for maintenance /repair/ breakdown, a substitute vehicle should be provided forthwith.
- (x) The controlling officer of this Institute to whom the vehicle shall essentially report is empowered to return the vehicle, if he feels that it is not worth traveling and no payment will be made for the said day. Moreover, no payment will be made on the day, if the transport agency fails to render service in time for the day.
- (y) In case of emergency i.e. breakdown en-route, agency shall have to arrange for alternate vehicle for escorting persons and materials within forty-five (45) minutes of reported time of breakdown.
- (z) **Liability of the Agency:** When the Institute engages vehicles, all liabilities in respect of the vehicles and the drivers including violation of traffic signal, accident of the vehicle, injury to driver and the passengers travelling in vehicle or to pedestrians, theft and damage to passer by vehicles shall rest with the agency. The hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
- (aa) The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws or regulations shall be deemed to be breach of this contract if not adhered to.
- (ab) The agency shall assign the job of driving of hired vehicles only to qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the users. The essential spares are to be stored in the vehicle for trouble free driving. IIM Calcutta shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under relevant section of IPC and any loss caused to IIM Calcutta will have to be suitably compensated by the agency. Re-fueling of vehicle while carrying passengers is strictly prohibited. Such instances reported will be treated as breach of contract and suitable penal action may be initiated against the said vendor.

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- (ac) The cost of lubricants, repairs, maintenance, taxes, insurance, etc. will be the agency's liability.
- (ad) IIM Calcutta will reimburse toll tax, parking charge etc., wherever incurred on submission of original receipt duly signed by the user/indenter.
- (ae) The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per IIM Calcutta's requirement with proper pollution check and valid pollution certificate.
- (af) The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings/accessories like radio cassette player etc. for maximum comfort of passengers.
- (ag) Drivers of vehicles must be provided and maintain mobile phones. No extra charges would be paid by IIM Calcutta for the same.
- (ah) In case of break down/servicing/repair, the agency shall provide alternate vehicle of same Make and model, failing which vehicle shall be hired from any other source/sources at the risk and cost of the Agency.
- (ai) The maintenance cost, charges of fuel (petrol/diesel), road tax, permit fee, passenger Tax, Border Tax, challans, salary of the driver, the overtime etc. are the responsibility of the agency and should be paid by the agency. Insurance: The provided vehicle must be fully and comprehensively insured covering the risk to the driver as well as passengers.
- (aj) The Vehicle sent to IIM Calcutta office on requisition must have all relevant documents like Registration Book/Driving license/ Insurance/Road Tax Receipt/Permit fee/pollution certificates/mobile phone etc. The vehicle should be licensed and shall conform to all Govt. rules and regulation being in force from time to time.
- (ak) The Institute shall have absolutely no responsibility to pay any compensation for any accident occurred to any person/representative of the Agency during his/there to and fro journey and or while attending to the services of the Institute and no other charges whatsoever shall be payable by the Institute to the Agency.
- (al) The Institute shall have the liberty to enter into similar contract of empanelment with any other agency engaged in vehicle hiring services in parallel without making any reference subject to fulfillment of the Terms & Conditions of this tender.
- (am) During the period of empanelment/extended empanelment, if the rates of fuel go up on account of the policies of the government, IIM-Calcutta may consider upward revision of the hiring charges to the tune such hike in fuel charges effect the operating costs. IIM-Calcutta's decision will be final and binding in this regard. The empanelment of the agency/agencies refusing to accept IIM-Calcutta's decision will be cancelled and Security Deposit will be forfeited.
- (an) IIM-Calcutta reserves the right to reject any or all the bids or cancel the Tender, if number of agencies available to be empanelled at their rate is insufficient to meet the requirement. The IIM-Calcutta reserves the right to reject all bids or cancel the Tender without assigning any reason whatsoever. The IIM-Calcutta also reserves the right to reissue / recommence the tender process. Any decision of the IIM-Calcutta in this regard shall be final, conclusive and binding on the agencies.
- (ao) If for any reason whatsoever, the empaneled bidders fails to provide the required vehicle as requisitioned, the same shall be treated as breach of contract on the part of the agency/agencies and under such circumstances, IIM Calcutta will have full right to make substitute arrangement at the risk and cost of the selected agency/agencies. IIM Calcutta will have full authority to recover the additional cost, if any, over the quoted rate submitted by the agency from their respective bills or the security deposit retained by IIM Calcutta against the empanelment.
- (ap) The rates will be inclusive of all taxes, i.e. cost of petrol/diesel, lubricants, driver's salary & allowances etc.

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(aq) The official(s) of the agency responsible for the operations of vehicle should be available round the clock over telephone (office as well as residence) so as to respond for vehicle requirement in emergency situations. The Agency should be in a position to supply vehicles on short notice as and when required.

(ar) The Driver on duty should report to the Officer-In-charge, Transport Department, IIM Calcutta before starting journey unless otherwise instructed.

(as) No escalation/extra charges will be allowed over & above the quoted/negotiated rates, during the tenure of contract.

**12. Duties and Responsibilities of Service Providers:**

- (i) The agency shall provide registered vehicles (Petrol/Diesel/CNG/Electronic Vehicle) of Model 2019 or later as per our requirement with well-behaved / skilled drivers in proper uniform having knowledge of routes & minor repairs of cars and valid driving licenses. All the cars shall carry First Aid Box, Stepny and Toolbox.
- (ii) If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- (iii) In case of breakdown the agency shall provide alternate vehicle of same category failing which the touring officials/guests will be allowed to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the agency.
- (iv) All kinds of repairs / maintenance cost, charges of petrol, oil, lubricant, fee towards licenses/ registration taxes such as road tax, permit fee etc., challans, salary/overtime of the driver, insurance premium etc. are the responsibility of the agency and shall be borne by the agency all along. IIM Calcutta will reimburse toll tax, parking charge and state passenger tax wherever incurred on submission of original receipt. The driver is to be provided with petty cash for the purpose.
- (v) The drivers should strictly follow all the Traffic Rules and Regulations as prescribed by the Govt. authorities. The Institute will not be responsible for the reimbursement of any charges, charged by Govt. authorities for violation of any Traffic Rules and Regulations.
- (vi) The agency must ensure that drivers are not under the influence of alcohol or other intoxications while performing their duties for the Institute. Smoking is strictly prohibited inside vehicles/Institute.
- (vii) The vehicle on hire shall be available at all time including Saturdays, Sundays and public holidays as per requirement of the Institute.
- (viii) The agency shall abide by all statutory acts, motor vehicles act, labour laws and regulations act as they are applicable to his establishment/workmen.
- (ix) In response to a requisition for a vehicle, agency needs to send a S.M.S. (vehicle No., driver' name with mobile phone number etc.) to the concerned faculty/ officer/staff/guest/participant with a copy to the Transport Department, preferably 10 hours in advance. It is mandatory for the agency to reply through e-mail against any requisition for a vehicle.

13. **Statutory Requirements:** Book/Driving license/Insurance/Road tax Receipt/Permit for Passenger Taxi/Pollution certification etc. The vehicles should be licensed and shall have valid permits for plying in Kolkata and suburbs. The vehicle should conform to all Government rules and regulation being in force from time to time.

14. **Meter Tampering:** Agencies would ensure proper sealing of milometer. IIM-Calcutta reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tampering of meter reading and misbehavior of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for

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the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action

**SECTION IV**

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

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

(a) The scope of work covers empanelment of transport service providers for hiring of vehicles and finalizing rates of different category of vehicles for IIM Calcutta at L-1 rate as and when required and as per terms & conditions of the tender.

(b) The agency(s) empanelled shall provide AC/Non-AC vehicles duly registered and must not be more than 5 years old at any point of time and comply to emission norm of Bharat Stage IV/VI (Euro IV/VI) of the vehicle categories as mentioned below in para 1(c) .

(c) The transport service providers will be required to agree to provide their services at L-1 price among the bidders who participates in the tender. Indian Institute of Management Calcutta (hereinafter referred as IIMC) would be mainly requiring the MPV (Multi-purpose vehicle), Sedan vehicles and buses for its officers, faculty and staff of IIM Calcutta. The prospective bidders are to quote against the following details:

Sl. No.	Description	Rates for MPV				Rates for Sedan			
		(Innova/Ertiga likewise)				(Swift Dzire/ Hyundai Accent likewise)			
		Fuel Based		Electric Vehicle		Fuel Based		Electric Vehicle	
		Non AC Car	AC Car	Non AC Car	AC Car	Non AC Car	AC Car	Non AC Car	AC Car
(a)	Airport								
(b)	Railway Station Howrah								
(c)	Railway Station Sealdah								
(d)	50 (Fifty) Kms OR 05 (Five) Hours								
(e)	80 (Eighty) Kms OR 05 (Five) Hours								
(f)	80 (Eighty) Kms OR 08 (Eight) Hours								
(g)	100 (Hundred) Kms OR 08 (Eight) Hours								
(h)	100 (Hundred) Kms OR 10 (Ten) Hours								
(i)	120 (Hundred and twenty ) Kms OR 10 (Ten) Hours								
(j)	120 (Hundred and twenty ) Kms OR 12 (Twelve) Hours								
(k)	150 (Hundred and fifty ) Kms OR 12 (Twelve) Hours								
(l)	Extra per kilometre								
(m)	Extra per hour								
(n)	Night charges								

\* Sl no a, b & c pickup point / drop point will be inside the Indian Institute of Management Calcutta campus or vice versa.

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Requirement of Buses						
Sl No	Seating Capacity	Duty Type	Non-Air Conditioner Bus	Extra Km/ Hour	Air Conditioner Bus	Extra Km/ Hour
1	13 Saeater Bus	10 Hours/ 100 Kms				
2	30 Saeater Bus	10 Hours/ 100 Kms				
3	45 Saeater Bus	10 Hours/100 Kms				
4	52 Saeater Bus	10 Hours/100 Kms				
5	60 Saeater Bus	10 Hours/100 Kms				
6	13 Saeater Bus	10 Hours/ 20 Kms				
7	30 Saeater Bus	10 Hours/20 Kms				
8	45 Saeater Bus	10 Hours/20 Kms				
9	52 Saeater Bus	10 Hours/20 Kms				
10	60 Saeater Bus	10 Hours/20 Kms				

Buses (One Way) Point to Point, Pickup point Indian Institute of Management Calcutta and drop at point or Pickup at point and drop at Indian Institute of Management Calcutta				
Sl. No	Seating Capacity	Duty Type	Non Air Conditioner Bus	Air Conditioner Bus
1	45 Seater Bus	Airport Transfer pickup or Drop		
2	52 Seater Bus	Airport Transfer pickup or Drop		
3	60 Seater Bus	Airport Transfer pickup or Drop		
4	45 Seater Bus	Garia Transfer pickup or Drop		
5	52 Seater Bus	Garia Transfer pickup or Drop		
6	45 Seater Bus	Ultandaga Transfer pickup or Drop		
7	52 Seater Bus	Ultandaga Transfer pickup or Drop		
8	45 Seater Bus	Dunlop Transfer pickup or Drop		
9	52 Seater Bus	Dunlop Transfer pickup or Drop		

Sl. No	Car Type	Time Requirement	Quantity	Total Hours	Total Kms
1	5 Seater Ac Vehicle (Swift Dzire Ac or Equivalent)	7 am to 11 pm	1	8	30 Kms approx.
2	5 Seater Ac Vehicle (Swift Dzire Non-Ac or Equivalent)	7 am to 11 pm	1	Monthly (8hrs/ Day)	30 Kms approx./ Day
3	7 Seater Non Ac Vehicle (Tata Sumo Non Ac, Bolero Non Ac or Equivalent)	5 pm to 10 am next Morning	1	17	30 Kms approx.
4	7 Seater Non Ac Vehicle (Tata Sumo Non Ac, Bolero Non Ac or Equivalent)	24 hours	1	24	30 Kms approx.
5	7 Seater Non Ac Vehicle (Tata Sumo Non Ac, Bolero Non Ac or Equivalent)	9.30 am to 5.30 pm	1	8	30 Kms approx.
6	7 Seater Non Ac Vehicle (Tata Sumo Non Ac, Bolero Non Ac or Equivalent)	9.30 am to 5.30 pm	1	Monthly (8hrs/ Day)	30 Kms approx./ Day
7	13 Seater Ac Vehicle (Ac Winger or Equivalent)	7am to 8.00 pm	1	13	200 Kms approx.
8	13 Seater Ac Vehicle (Ac Winger or Equivalent)	7am to 8.00 pm	1	Monthly (13hrs/ Day)	200 Kms approx./Day

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Sl. No.	Description	(Innova/Ertiga likewise)	(Swift Hyundai likewise)	Dzire/ Accent	(Innova/Ertiga likewise)	(Swift Dzire/ Hyundai Accent likewise)
		Local City Area				
		Group 1 Cities (Mumbai, Pune, Delhi, Chennai, Bangalore and Hyderabad)			Group 2 Cities (All other cities not covered in Group 1)	
1	40 (Forty) Kms/04(Four) Hours					
2	50 (Fifty) Kms/05 (Five) Hours					
3	80 (Eighty)Kms/05 (Five) Hours					
4	80 (Eighty) Kms/08 (Eight) Hours					
5	100 (Hundred) Kms/08 (Eight) Hours					
6	100 (Hundred) Kms/10 (Ten) Hours					
7	100 (Hundred) Kms /12 (Twelve) Hours					
8	120 (Hundred and twenty ) Kms OR 10 (Ten) Hours					
9	120 (Hundred and twenty ) Kms /12 (Twelve) Hours					
10	150 (Hundred and fifty ) Kms /12 (Twelve) Hours					
11	180 (Hundred and Eighty) Kms /24 (Twenty four) Hours					
12	240 (Two Hundred and forty) Kms /24 (Twenty four) Hours					
13	Extra per kilometer					
14	Extra per hour					
15	Night charges					

**SECTION V**

**ELIGIBILITY CRITERIA OF BIDDERS**

1. Bidder 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 organizations, Autonomous Bodies, Public Sector Undertakings or Reputed Corporate Entities. One of the above contracts should be of value 25 lakh or above	Copies of Work Order or Work Completion Order
(d)	The Company/Firm/Agency should be registered with the concerned government authorities and self-attested copy of the registration shall be attached with the bid	Copy of Registration Certificate
(e)	The Company/Firm/Agency shall have average annual turnover of at least Rs. 25 Lakhs (Rupees Twenty Five Lakhs only) for the last three years (2020-21, 2021-22 and 2022-23)	Copies of audited balance sheets duly audited by Chartered Accountant or Statutory Auditor for the last three years (2019-20, 2020-21 and 2021-22)
(f)	The Company/Firm/Agency must have positive net-worth as on 31 March 2022.	Certificate by Chartered Accountant or Statutory

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		Auditor
(g)	The Company/Firm/Agency must obtain solvency certificate from any scheduled commercial Bank, or any Nationalized Bank, indicating that the Company/Firm/Agency is worth minimum Rs 1.00 Crore (Rupees One Crore Only) and has enough financial resources to execute this project	Solvency certificate from any Scheduled commercial Bank or Nationalized Bank indicating the same as on 31 March 2023 or later
(h)	The Registered Office/Branch Office/Operational Office and operating garage must be within 60 kms radius. from IIMC, Joka campus.	Copy of latest enlistment certificate issued by appropriate Municipal Authorities and supporting documents such as Google map may be provided to justify the same.
(i)	The Company/Firm/Agency should not have been debarred/blacklisted by any organization in last 3 (three) years	Self-certified certificate
(j)	The Company/ Firm/ Agency should have served for minimum of FOUR (04) Nos of clients as transport service provider out of which THREE (03) Nos of clients should be of Central/ State Government/ Public Sector Undertakings/Autonomous bodies/Reputed Corporate Entities.	Copies of Work Order/ Empanelment Order/ Hiring Order (as applicable)
(k)	A minimum fleet of 10 No. of cars (Innova/Ertiga, Swift Desire/ Hyundai Accent likewise) or/and 2 No. of buses in the name of the company/agency/firm/partner/director with commercial registration.	Please furnish copy of registration certificate

2. Bidders are advised to upload/ attach only relevant and valid documents. Uploading/ attaching unsolicited documents/ certificates may lead to rejection of bid.

**SECTION VI**

**EVALUATION CRITERIA OF BID**

**1. Evaluation Criteria.**

(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 commercial bids.

(c) Initially, the empanelment order would be awarded/ considered for award to the L-1 Bidder. Then the price of L-1 shall be counter-offered 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 counter-offered 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 L-1 Bidder in the first instance. If the L-1 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, L-1 Bidder does not agree to reduce its price in the first

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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.

(d) All such parallel empanelment order would be released transparently and simultaneously.

(e) The bid evaluation will be done by the following LEAST COST SYSTEM (LCS) method prescribed in GFR-2017 (amended from time to time): -

(i) According to this, the Technical Bid will be evaluated first as per the prescribed parameters.

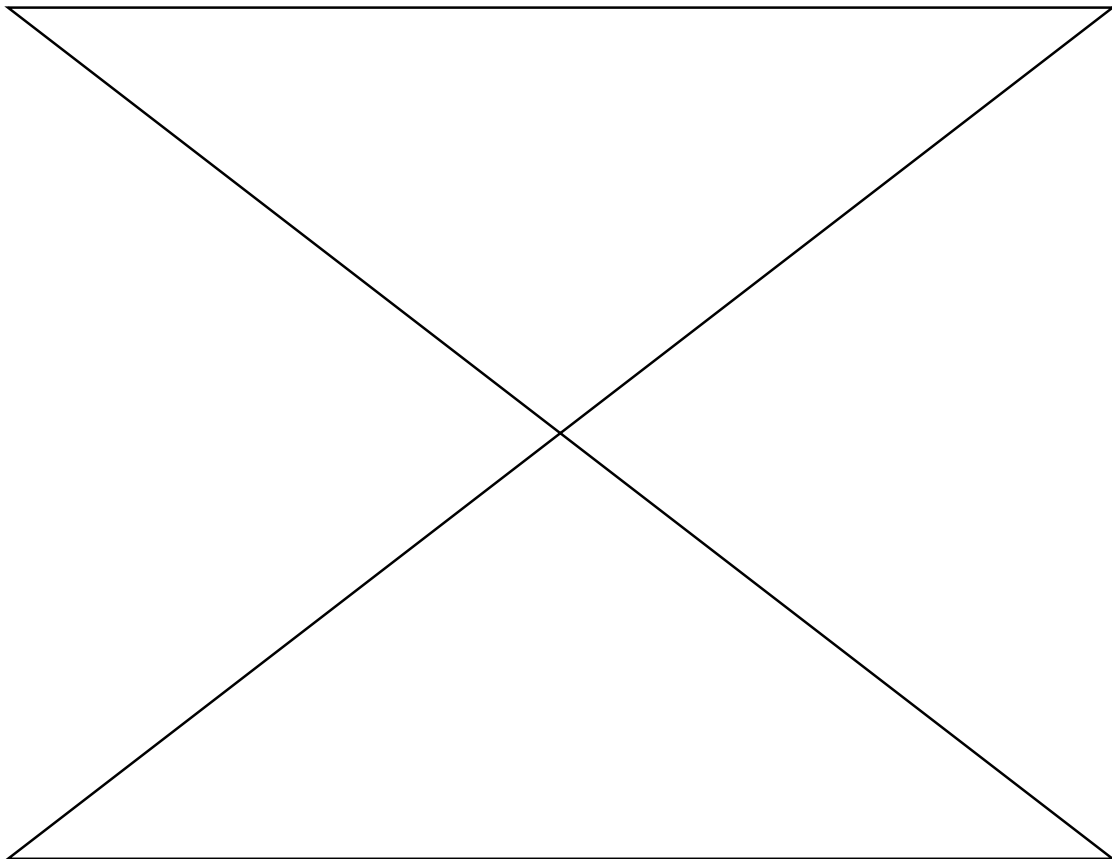
(ii) Financial Bids will be opened for these technically qualified bidders only.

3. **Important Note for Bidders.** Merely securing L-1 position in Bidding Process does not guarantee the award of contract. Apart from L-1 Rate, Procuring Entity reserves the right to evaluate any or all Bids on the basis of Past Performance of bidder. **Past Performance** Statement to be filled up in accordance with **FORM 5** attached to this RFP for last THREE (03) Years. Any false information in this **FORM 5** may lead to rejection of Bid summarily. In case of any false information in this FORM found at later stage during the currency of contract may lead to cancellation of Contract, Forfeiture of Performance Bank Guarantee (in Full or in Part) and Debarment of bidder for THREE (03) years as per the discretion of the Procuring Entity.

4. **Price Bid Format.** Unless otherwise mentioned in this RFP, the Price Bid Format will be in FORM 6 attached to the RFP.

Note 1: Incompletely filled form will be rejected outright.

Note 2: Vendors are requested to carry out calculations in commercial bid form carefully. The IIMC reserves the right to amend/correct any wrongly calculated totals.





**FORM-1**

**BIDDER'S INFORMATION**

<b>SL No.</b>	<b>Particulars</b>	<b>Yes/No</b>	<b>Details</b>
1.	Name of the Service Provider		
2.	Registered Address		
3.	Branch/Head Office Address (if any)		
4.	Name of the Authorized Signatory		
5.	Trade License No		
6.	Establishment Registration No		
7.	PAN Details		
8.	GST Registration No		
9.	Name of Proprietor		
10.	Contact number of proprietor		
11.	E-mail ID of proprietor in which all communication will be send		
12.	Name of one point contact person regarding Bid clarification		
13.	Contact number of one point contact person regarding Bid Clarification		
14.	E-mail ID of one point contact person regarding Bid Clarification		

**Certificate to be Submitted by Bidder.** A certificate to be submitted by the bidder on the Letter Head of their Firm/Company as under:-

**“This is to certify that \_\_\_\_\_ is my official mobile number and \_\_\_\_\_ is my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer”.**

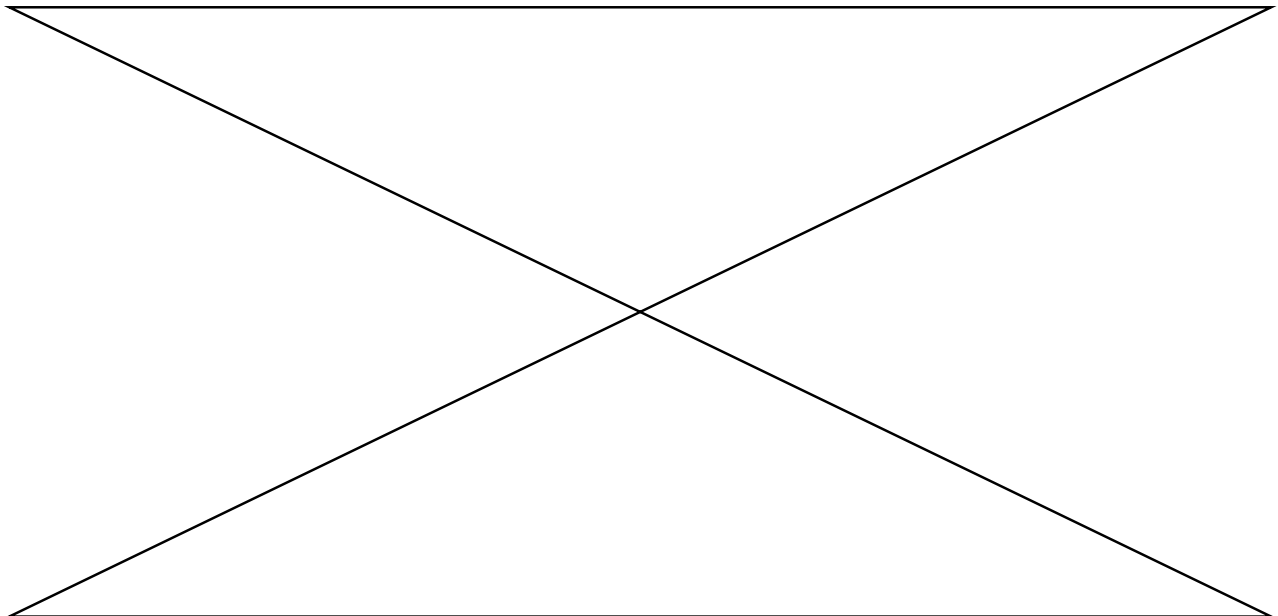
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]



**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: 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		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section, Clause	Section/ Para of page No.			

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.

.....

(Signature with date)

.....

(Name and designation)

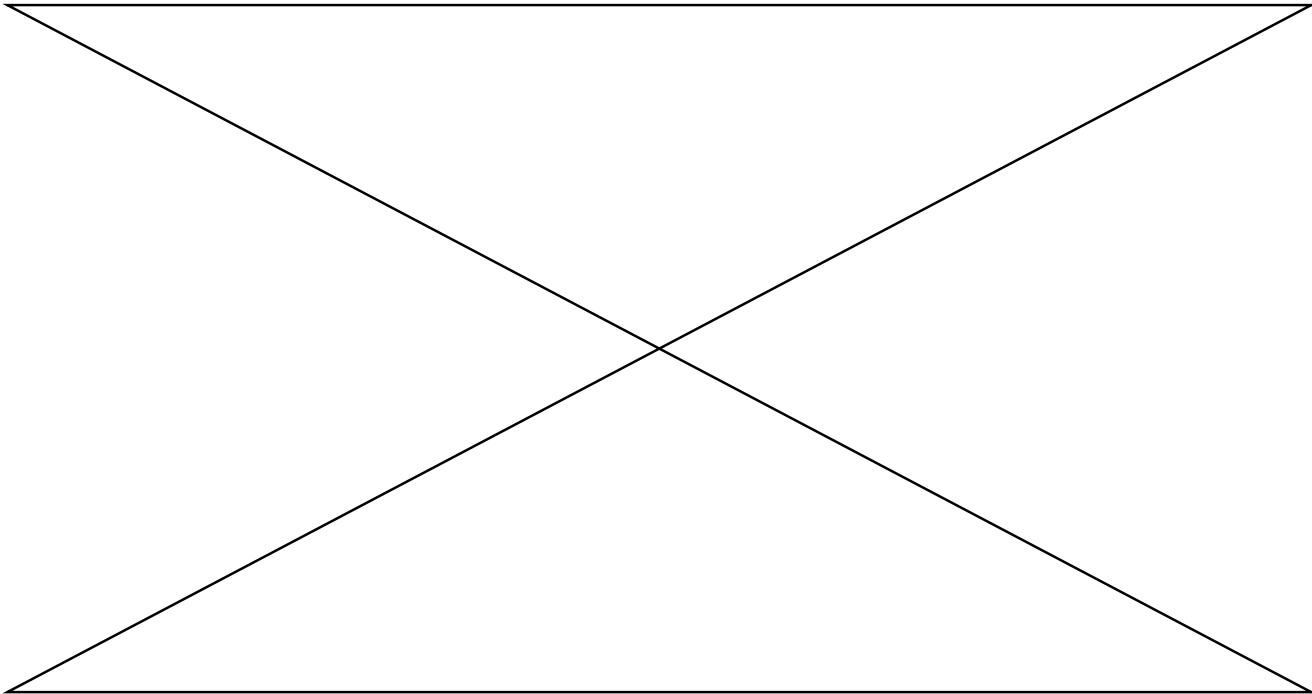
Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.



**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 provide 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 your first written demand declaring the contractor to be in default under the contract and without any demur or protest any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the amount from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

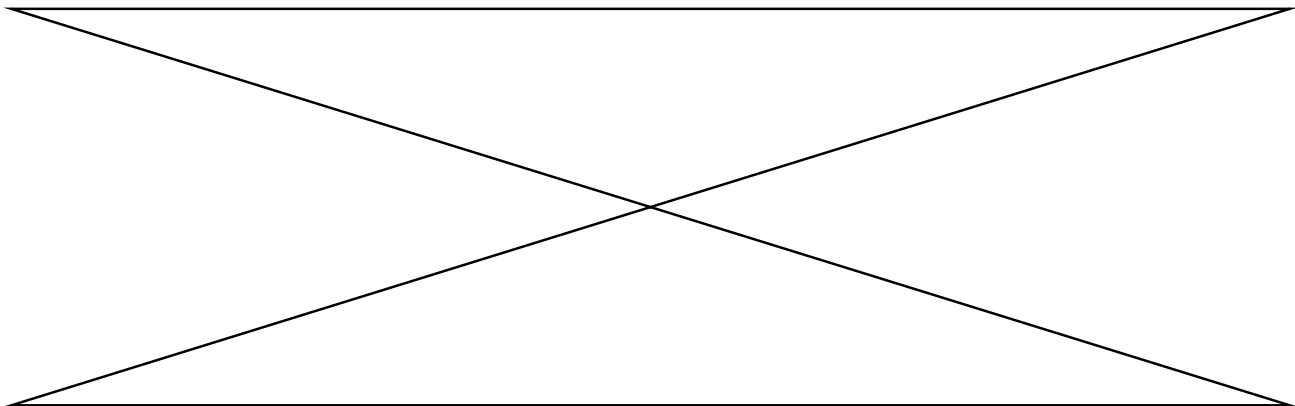
.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

\*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.



**FORM - 4**

**BID SECURITY DECLARATION CERTIFICATE**  
**(AS PER APPLICABILITY)**

To be submitted as part of Technical bid, along with supporting documents, if any. A Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this ON COMPANY LETTER HEAD

Bidder's Name & Address \_\_\_\_\_  
Bidder's Reference No. \_\_\_\_\_, Date : \_\_\_\_\_

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:

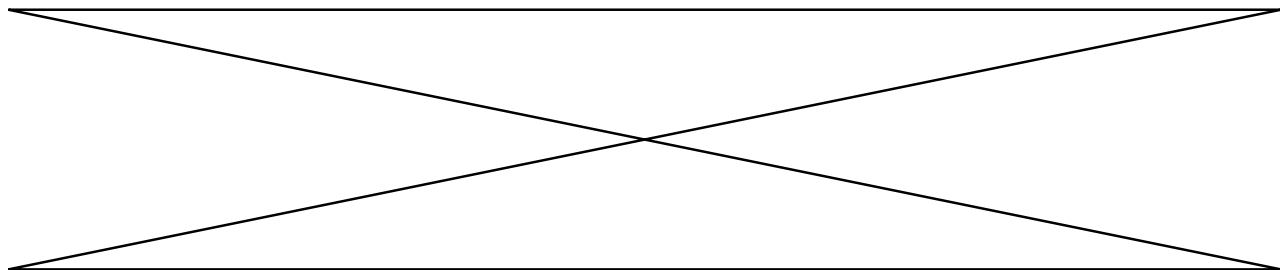
1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this 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)  
.....  
(Name and designation)  
Duly authorized to sign bid 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]



**FORM 5**  
**PERFORMANCE STATEMENT**  
**STATEMENT OF SUPPLIES DURING LAST THREE YEARS AND OUTSTANDING CURRENT ORDERS**  
 (To be submitted as part of Technical bid on Company Letter-head)

Tender Document No. Tend 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 list 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.*

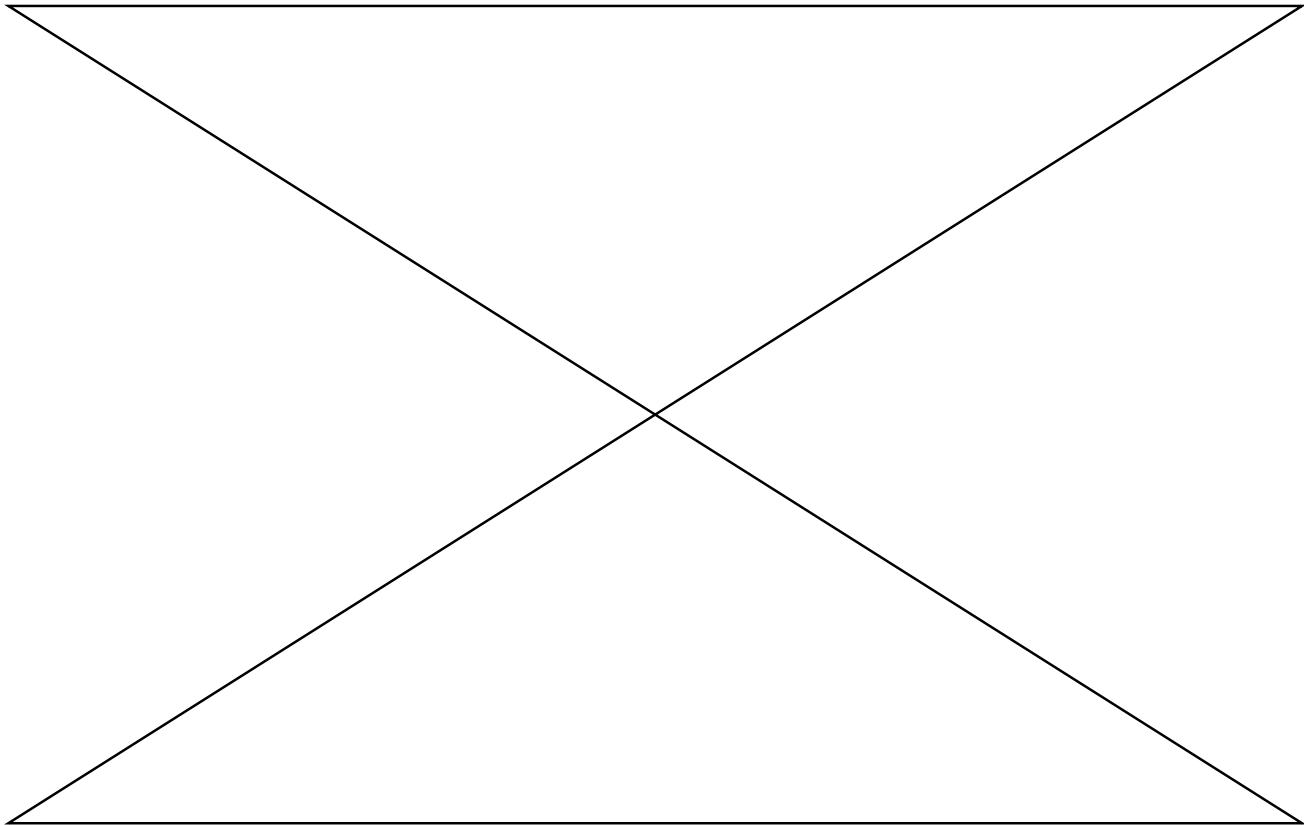
Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date----

.....  
 (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



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**FORM 6**

**PRICE BID FORMAT**

Sl. No.	Description	Rates for MPV (Innova/Ertiga likewise)				Rates for Sedan (Swift Dzire/ Hyundai Accent likewise)			
		Fuel based		Electric vehicle		Fuel based		Electric vehicle	
		Non AC Car	AC Car	Non AC Car	AC Car	Non AC Car	AC Car	Non AC Car	AC Car
		(a)	Airport						
(b)	Railway Station Howrah								
(c)	Railway Station Sealdah								
(d)	50 (Fifty) Kms OR 05 (Five) Hours.								
(e)	80 (Eighty) Kms OR 05 (Five) Hours								
(f)	80 (Eighty) Kms OR 08 (Eight) Hours								
(g)	100 (Hundred) Kms OR 08 (Eight) Hours								
(h)	100 (Hundred) Kms OR 10 (Ten) Hours								
(i)	120 (Hundred and twenty) Kms OR 10 (Ten) Hours								
(j)	120 (Hundred and twenty) Kms OR 12 (Twelve) Hours								
(k)	150 (Hundred and fifty ) Kms OR 12 (Twelve) Hours								
(l)	Extra per kilometer								
(m)	Extra per hour								
(n)	Night charges								

\* Sl no a, b & c pickup point / drop point will be inside the Indian Institute of Management Calcutta campus or vice versa.

<b>Price BID Format for Buses and other vehicles</b>						
Sl No	Seating Capacity	Duty Type	Non-A.C. Bus Rates in Rs.	Extra Km/Hour Rates in Rs.	Air Conditioner Bus Rates in Rs.	Extra Km/ Hour Rates in Rs.
1	13 Seater Bus	10 Hours/100 Kms				
2	25 Seater Bus	10 Hours/100 Kms				
3	45 Seater Bus	10 Hours/100 Kms				
4	52 Seater Bus	10 Hours/100 Kms				
5	60 Seater Bus	10 Hours/100 Kms				
6	13 Seater Bus	10 Hours/20 Kms				
7	25 Seater Bus	10 Hours/20 Kms				
8	45 Seater Bus	10 Hours/20 Kms				
9	52 Seater Bus	10 Hours/20 Kms				
10	60 Seater Bus	10 Hours/ 20 Kms				

\* Sl no 6 to 10 will be used inside the Indian Institute of Management Calcutta campus reporting place and releasing place will be Admin Building of IIMC and no garage in & out will be given

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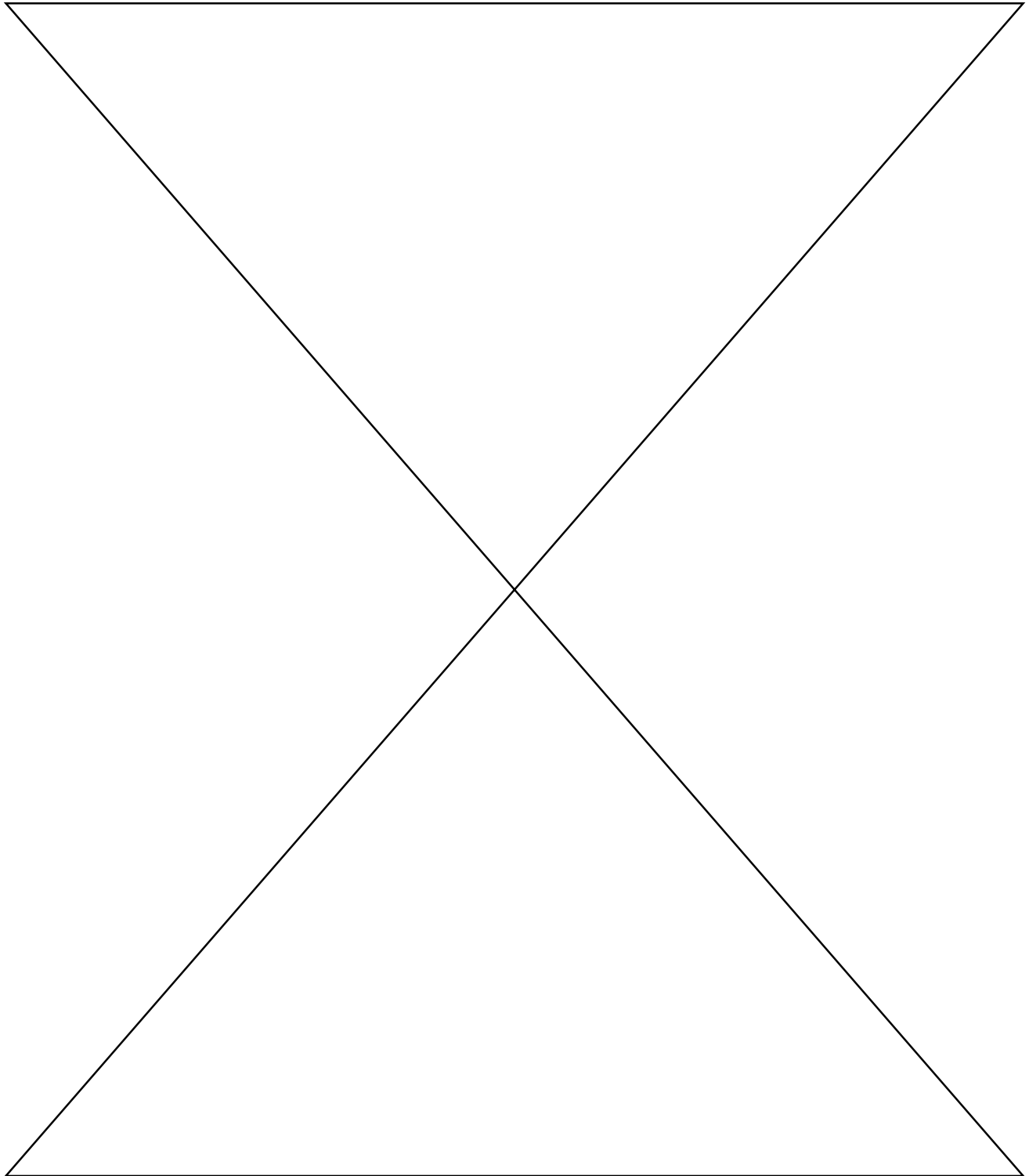
Price BID Format for Buses (One Way) Point to Point, Pickup point Indian Institute of Management Calcutta and drop at point or Pickup at point and drop at Indian Institute of Management Calcutta				
Sl. No	Seating Capacity	Duty Type	Non-Air Conditioner Bus Rates in Rs.	Air Conditioner Bus Rates in Rs.
1	45 Seater Bus	Airport Transfer pickup or Drop		
2	52 Seater Bus	Airport Transfer pickup or Drop		
3	60 Seater Bus	Airport Transfer pickup or Drop		
4	45 Seater Bus	Garia Transfer pickup or Drop		
5	52 Seater Bus	Garia Transfer pickup or Drop		
6	45 Seater Bus	Ultandaga Transfer pickup or Drop		
7	52 Seater Bus	Ultandaga Transfer pickup or Drop		
8	45 Seater Bus	Dunlop Transfer pickup or Drop		
9	52 Seater Bus	Dunlop Transfer pickup or Drop		

Sl. No	Car Type	Time Requirement	Quantity	Total Hours	Total Kms	Rate/day in INR for 1 car
1	5 Seater Ac Vehicle (Swift Dzire Ac or Equivalent)	7 am to 11 pm	1	8	30 Kms approx.	
2	5 Seater Ac Vehicle (Swift Dzire Ac or Equivalent)	7 am to 11 pm	1	Monthly (8hrs/Day)	30 Kms approx./ Day	
3	7 Seater Non Ac Vehicle (Tata Sumo Non Ac, Bolero Non Ac or Equivalent)	5 pm to 10 am next Morning	1	17	30 Kms approx.	
4	7 Seater Non Ac Vehicle (Tata Sumo Non Ac, Bolero Non Ac or Equivalent)	24 hours	1	24	30 Kms approx.	
5	7 Seater Non Ac Vehicle (Tata Sumo Non Ac, Bolero Non Ac or Equivalent)	9.30 am to 5.30 pm	1	8	30 Kms approx.	
6	7 Seater Non Ac Vehicle (Tata Sumo Non Ac, Bolero Non Ac or Equivalent)	9.30 am to 5.30 pm	1	Monthly (8hrs/Day)	30 Kms approx./Day	
7	13 Seater Ac Vehicle (Ac Winger or Equivalent)	7am to 8.00 pm	1	13	200 Kms approx.	
8	13 Seater Ac Vehicle (Ac Winger or Equivalent)	7am to 8.00 pm	1	Monthly (13hrs/Day)	200 Kms approx./ Day	

Sl. No.	Description	Rates for MPV	Rates for Sedan	Rates for MPV	Rates for Sedan
		(Innova/Ertiga likewise)	(Swift Dzire/ Hyundai Accent likewise)	(Innova/Ertiga likewise)	(Swift Dzire/ Hyundai Accent likewise)
<b>Local City Area</b>					
		Group 1 Cities (Mumbai, Pune, Delhi, Chennai, Bangalore and Hydrabad)		Group 2 Cities (All other cities not covered in Group 1)	
1	40 (Forty) Kms/04(Four) Hours				
2	50 (Fifty) Kms/05 (Five) Hours				
3	80 (Eighty)Kms/05 (Five) Hours				
4	80 (Eighty) Kms/08 (Eight) Hours				
5	100 (Hundred) Kms/08 (Eight) Hours				
6	100 (Hundred) Kms/10 (Ten) Hours				
7	100 (Hundred) Kms /12 (Twelve) Hours				
8	120 (Hundred and twenty ) Kms OR 10 (Ten) Hours				
9	120 (Hundred and twenty ) Kms /12 (Twelve) Hours				
10	150 (Hundred and fifty ) Kms /12 (Twelve) Hours				
11	180 (Hundred and Eighty) Kms /24 (Twenty four) Hours				
12	240 (Two Hundred and forty) Kms /24 (Twenty four) Hours				
13	Extra per kilometer				
14	Extra per hour				
15	Night charges				

**Note:-**

- (a) This Price Bid Format is just Indicative Nature and Bidder should **NOT** quote their Financial Quote in this Page.
- (b) Bidder should quote their Financial Quote in CPP Portal ONLY.
- (c) IIMC will NOT be responsible for any type of LEAKING OF FINANCIAL BID INFORMATION for violation/ non adherence of Note (a) above. Any representation in this regard at later stage will NOT be entertained at all.





**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\_\_ at \_\_\_\_\_, India.

BETWEEN

Procuring Entity ----- (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 from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

**Section 2 - Commitments of the 'Bidder/ Contractor'**

3) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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,

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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/ 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' 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.

e. 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 Banning 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**

9) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

10) 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)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder/ Contractor 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**

- 11) 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.
- 12) 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.
- 13) 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 Sub-contractors.
- 14) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC 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.
- 19) 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 binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

**Section 10 - Other provisions**

- 20) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Kolkata.
- 21) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

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22) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

23) 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.

24) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

25) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

26) For and on behalf of the Principal

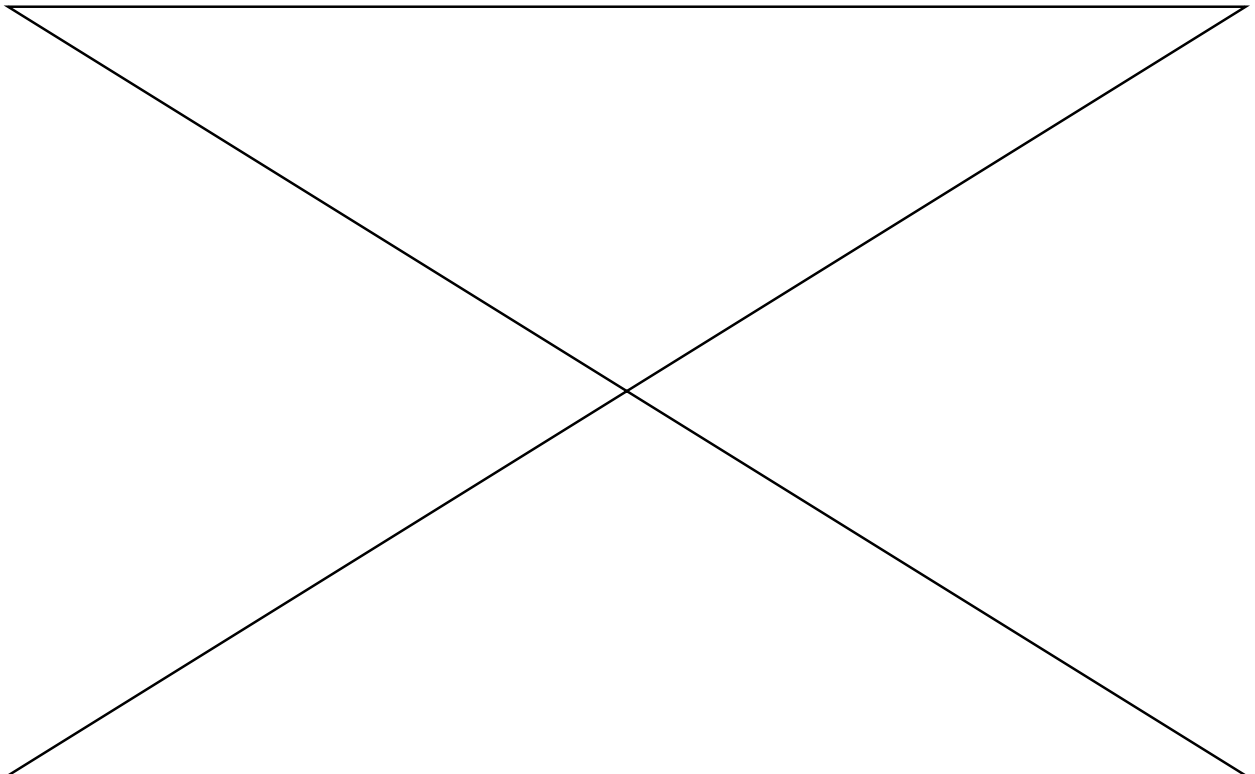
(Name of the Officer and Designation)  
(Office Seal)  
For and on behalf of 'Bidder/ Contractor'

(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)



**CHECK LIST**

<b>Ser No</b>	<b>Description of Criteria</b>	<b>Submitted (Yes/No)</b>
(a)	The Company/Firm/Agency should have valid PAN Card	
(b)	The Company/Firm/Agency should have valid GST Certificate	
(c)	The Company/Firm/Agency should have at least three years' experience in successfully providing similar services to Government organizations, Autonomous Bodies, Public Sector Undertakings. One of the above contracts should be of value 25 lakh or above	
(d)	The Company/Firm/Agency should be registered with the labour department and other concerned government authorities and self-attested copy of the registration shall be attached with the bid	
(e)	The Company/Firm/Agency shall have average annual turnover of at least Rs. 50 Lakhs (Rupees Twenty Five Lakhs only) for the last three years (2020-21, 2021-22 and 2022-23)	
(f)	The Company/Firm/Agency must have positive net-worth as on 31 March 2022.	
(g)	The Company/Firm/Agency must obtain solvency certificate from any scheduled commercial Bank, or any Nationalized Bank, indicating that the Company/Firm/Agency is worth minimum Rs 1.00 Crore (Rupees One Crore Only) and has enough financial resources to execute this project	
(h)	The Registered Office/Branch Office/Operational Office and operating garage must be within 60 kms radius from IIMC, Joka campus.	
(i)	The Company/Firm/Agency should not have been debarred/ blacklisted by any organization in last 3 (three) years	
(j)	The Company/ Firm/ Agency should have served for minimum of FOUR (04) Nos of clients as transport service provider out of which THREE (03) Nos of clients should be of Central/ State Government/ Public Sector Undertakings/Autonomous bodies.	
(k)	A minimum fleet of 10 No. of cars (Innova/Ertiga, Swift Desire/ Hyundai Accent likewise)or/and 2 No. of buses in the name of the company/agency/firm/partner/director with commercial registration.	

