



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
DIAMOND HARBOUR ROAD
KOLKATA - 700104

भारतीय प्रबंध संस्थान कलकत्ता
डायमंड हार्बर रोड, कोलकाता

TENDER DOCUMENT

REQUEST FOR PROPOSAL

FOR

**SELECTION OF VENDOR FOR CONSTRUCTION OF
AESTHETICALLY DESIGNED AIR CONDITIONED SHAMIANA
ALONG WITH ALLIED SERVICES FOR ANNUAL CONVOCATION -
2024 AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

NIT NO: IIMC/ACS/CONV/IV/2023-24
NIT DATE: 12 January 2024

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

TENDER REFERENCE NO: IIMC/ACS/CONV/IV/2023-24

DATE: 12 January 2024

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR CONSTRUCTION OF AESTHETICALLY DESIGNED AIR CONDITIONED (AC) SHAMIANA AND ALLIED SERVICES FOR ANNUAL CONVOCATION - 2024 AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Sir,

1. On behalf of Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"), ONLINE bids are invited from eligible bidders for "*CONSTRUCTION OF AESTHETICALLY DESIGNED AIR CONDITIONED (AC) SHAMIANA AND ALLIED SERVICE FOR ANNUAL CONVOCATION - 2024 AT INDIAN INSTITUTE OF CALCUTTA*".

2. **Availability of the Tender Document.** The Tender Document will be published on the Central Public Procurement Portal (CPPP) (www.eprocure.gov.in). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in tender documents.

3. This RFP is to be submitted for Technical Bid duly signed & stamped on every page by the vendor as token of acceptance of terms and conditions mentioned in the RFP.

4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-

(a) **Bids/queries to be addressed to.** Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta.

(b) **Name/designation of the contact personnel.** Senior Administrative Officer Purchase, Indian Institute of Management Calcutta

(c) **Telephone numbers of the contact personnel.** +91-33-7121 1000 Extn 1070/1061/ 1063 and +91-33-7121 1070, +91-33-7121 1061 and +91-33-7121 1063 (Direct)

(d) **E-mail id.** sao_purchase@iimcal.ac.in/ao_purchase@iimcal.ac.in

(e) **Help Line.** Toll free number of Central Public Procurement Portal (0120-4001002 /1005/0210 6277787)

5. This RFP is divided into five parts as follows:

(a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery, Terms & Conditions of Contract, Consignee details etc.

(c) **Part III** - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** - Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** - Contains Evaluation Criteria and Format for Price Bids.

6. This RFP contains the following FORMS:-

- (a) Appendix 'A' – Schedule of Requirement/ Scope of Work.
- (b) Appendix 'B' – Bidder's Information.
- (c) Appendix 'C' – Terms and Conditions Compliance Certificate.
- (d) Appendix 'D' – Bank Guarantee Format of Performance Security.
- (e) Appendix 'E' – Technical Specification and Vendor Eligibility Criteria.
- (f) Appendix 'F' – Bid Security Declaration Certificate.
- (g) Appendix 'G' – Price Bid Format.

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

8. This RFP is being issued 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.

9. 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)

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

Date: 2024

Signature of Bidder

Name in BLOCK CAPITAL Letters
(Capacity i.e. Proprietor/ Partner
With Stamp)

PART I – GENERAL INFORMATION

1. **Last Date and Time for Submission of Bids.** *01 February 2024 at 1100 Hrs.*
2. **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 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 Bill of Quantities are to be submitted in “Technical Bid”.
 - (b) Bill of Quantities (BOQ) 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).
 - (c) Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> (“Server System Clock Time”) shall be final and binding on the bidder.
3. **Schedule of Bids Opening.**
 - (a) **Time and date for opening of Technical Bids.** *02 February 2024 at 1100 Hrs.*
 - (b) **Time and date for opening of Commercial Bids.** **To be intimated in due course of time.**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER).
4. **Location of the Tender Box.** Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104.
5. **Bidding System.** Single Stage Two Envelop System has been adopted where Technical Details/ Eligibility Conditions of Bidder/ Performance Aspects/Commercial Terms and Conditions will be in First Envelope (Technical Bid) and Price Quotation (as per BOQ) will be in Second Envelop (Financial Bid). Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Financial Bid will be intimated after acceptance of the Technical Bids. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after the Technical evaluation is being carried out by the BUYER.
6. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for uploading of bids. Modification carried out online will only be considered. No bid shall be modified after the expiry of deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of bid validity specified. Withdrawal of a bid during this period will result forfeiture of bid security of the bidder.
7. **Rejection of Bids.**
 - (a) Conditional bids will be rejected.
 - (b) Prices quoted unreasonably HIGH or LOW from LPP (Last Purchase Price)/prevailing market rates may be considered for rejection at the discretion of BUYER.
 - (c) IIM Calcutta reserves the right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof
8. **Validity of Bids.** The Bids shall remain valid till **SEVENTY FIVE (75) DAYS** from the last date of submission of the Bids.

9. **Earnest Money Deposit (EMD)/ Bid Security.** Bidders are required to submit EMD in favour of the "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" for an amount of **Rs.125,000/- (RUPEES ONE LAKH TWENTY FIVE THOUSAND ONLY)** along with their bids in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. EMD is to remain valid for a period of **FORTY FIVE (45) DAYS** beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them on or before **THIRTIETH (30TH) DAY** after the award of contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME). However, the Bidders who are registered with NSIC and MSME, they need to furnish BID SECURITY DECLARATION CERTIFICATE. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Bids shall not be considered, in case, the scan copy of EMD is not submitted along with the Technical Bid and original /hard copy not deposited in the Tender Box kept at entry point of the Ground Floor Administrative Building of IIMC.

10. **Performance Security Guarantee.** 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 the form of Insurance Surety Bond, an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. PBG will be for an amount of **FIVE PERCENT (5%)** of the value of the contract as specified in the bid document and it will be refundable without interest after successful completion of the contract and 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 of the worker etc. PBG should remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any).

11. Price must be quoted on Freight On Road (F.O.R.) (where applicable) at IIMC, destination basis by road inclusive of Packing, Forwarding, Freight Charge, Transit Insurance and any other charges as applicable. The consignee for the contract is Administrative Officer (Purchase), Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata- 700104 (West Bengal).

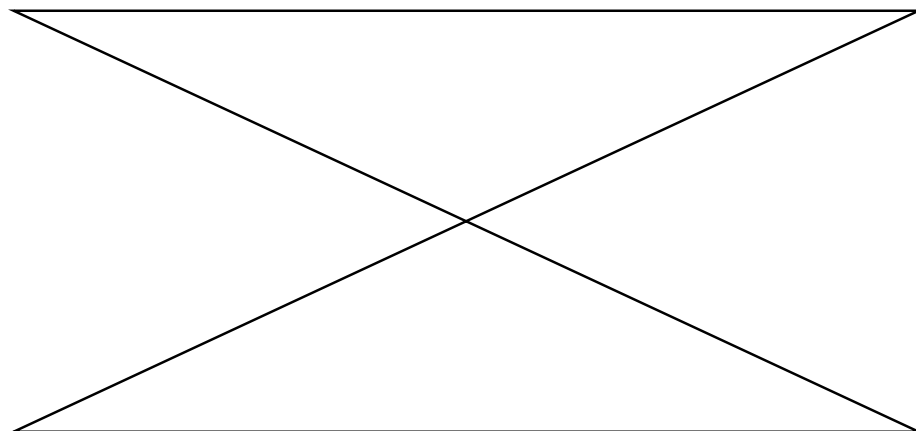
12. The approval or rejection to tenders(s) rests with Competent Authority (CA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or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

13. In case the last date for receipt of the bid is declared a holiday for IIM Calcutta, then the bids will be received up to the given time on the next working day.

14. EMD received after the deadline of receipt indicated above, shall not be taken into consideration. Postal or courier delay will not be considered and the Tender received late will be rejected.

15. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

16. **OTHER THAN THE TERMS & CONDITIONS MENTIONED IN THIS RFP (TENDER DOCUMENT), THE RULES AND PROVISION OF "GENERAL FINANCIAL REGULATION-2017" AND "MANUAL FOR PROCUREMENT OF GOODS UPDATED IN JUNE 2022 (AMMENDED FROM TIME TO TIME)" WILL BE IN VOGUE IN CASE OF ANY DISPUTES THAT MAY ARRISE DURING THE PERIOD OF CONTRACT.**



PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements/ Scope of Work**. As per **Appendix ‘A’** to this RFP.
2. **Eligibility Criteria**. The tendering Company/Firm/Agency shall fulfil the following criteria for submission of Bid:-

Sr. 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 shall have at least THREE (03) years' experience in successfully providing similar services to IIMs/IITs/NITs/ any Government (Central/ State) organization, Autonomous Bodies, Public Sector Undertaking during last FIVE (05) Financial Years with effect from 01 April 2018 to 31 March 2023. Company/Firm/Agency must provide three work orders related to similar services for the said period, wherein the value of two work orders should not be less than 15 Lakh and the value of one work order should not be less than 35 Lakh. The bidder must also provide Work Completion Certificate duly signed by the Procuring Agency for these three Work Orders.	Copies of relevant Word Orders with Work Completion Certificates
(d)	The Company/Firm/Agency shall have annual turnover of at least Rs.1 Crore (Rupees One Crore Only) per year in any three financial year during the last five financial years with effect from 01 April 2018 to 31 March 2023	Copies of audited balance sheet duly audited/ certified by Chartered Accountant (as applicable)
(e)	The Registered Office/Branch Office/ Operational Office of the Company/Firm/Agency shall be located within the SIXTY (60) KILOMETERS RADIUS from IIMC Joka Campus.	Copy of latest enlistment certificate issued by the Local Bodies i.e. Panchayat/ Municipality/Corporation/GST OR Copy of Trade License. Documents like Google Map providing distance from IIMC Joka to Registered Office/Branch Office/ Operational Office of the Company/Firm/Agency.
(f)	The Company/Firm/Agency shall not have been debarred by any organization in last FIVE (05) Years	Self-certified certificate
(g)	IT Return for last THREE (03) Financial Years i.e. wef 01 April 2020 to 31 Mar 2023	Copies of IT Return certificate needs to be submitted
(h)	Bidder Should be a profit making company. Bidder should be in profitable state financially, for at least any THREE (03) Financial Years during the last FIVE (05) Financial Years i.e. wef 01 April 2018 to 31 March 2023	Copies of balance sheet/certificate from Chartered Accountant are to be submitted in support thereof.

3. **Terms and Conditions of Contract:-**

(a) Sufficient personnel should be available for proper construction of AC Shamiana. Technical personnel should also be provided to ensure safety of AC Shamiana etc. and proper electrical connections to be made so as to avoid any hazard due to the work entrusted with the Successful Bidder. All electrical joints must be properly insulated so as to avoid any short circuiting and fire.

(b) The successful bidder will be responsible for transportation and loading/off-loading of all materials related to them and no extra payment will be made by the IIM Calcutta on this account.

(c) The successful bidder himself will be responsible for safety and security of his material and IIM Calcutta will not be responsible for any damage/theft of material of the Successful Bidder.

(d) The Successful Bidder must undertake responsibility for providing insurance coverage for their employees and materials.

(e) All material used should be of very high quality. For the material used, which is not of good quality, appropriate deductions will be made from the bill. In case, it is found at some stage that the quality supplied/to be supplied is inferior, the contract will be cancelled and the Bidder will be debarred and no payment will be made in that case. Tender & Disposal Committee will be responsible for analyzing the quality of work and impose monetary penalty for poor quality of work if any.

(f) The structures should be strong enough to withstand thunderstorm, cyclone and rain which are normal phenomenon during the time of Convocation in West Bengal.

(g) All structures materials are to be dismantled and fully removed within **TEN (10) DAYS** after the completion of programme and the ground to be cleaned up to satisfaction of IIM Calcutta.

(h) Necessary cleaning, dressing and levelling of ground and approach roads to the AC Shamiana to be carried out without extra cost.

(i) As the convocation is an important function of the Institute, timely completion of work and high quality material would be the deciding factor in award of work. The Tender & Disposal Committee in this regard may inspect material to be used before award of work.

(j) For any urgent/emergency situation, the Successful Bidder will provide immediate solution related to his/her work as per the Conditions of OPTION CLAUSE. In case the urgent/ emergency demand exhausts the limit of OPTION CLAUSE, then both the parties (BUYER and Service Provider) will reach to a mutually agreed solution to meet the demand of BUYER and financial estimate will be assessed either based on QUOTED PER QUANTITY RATE OR as per the prevailing market rates which ever will be lesser. In this aspect, the final decision will rest with IIMC.

(k) Before quoting the rates, the Company/ Firm/ Agency are advised to visit and inspect the site and working conditions thereof to assess and plan for the successful execution of work.

(l) The successful bidder shall be responsible for full execution of the contract and **shall not in any case assign or sublet ordered items or part thereof to any other party**. Failure to do so will attract cancellation of the order.

(m) All works related to this tender should be completed to entire satisfaction of the IIM Calcutta, failing which the **IIM Calcutta will have right to cancel the work order** and no payment will be made in that case.

(n) Any defect found in the work carried out by the successful bidder will have to be **rectified free-of-cost** by the Successful Bidder.

(o) All precautionary/safety measures as necessary should be adopted by the agency/firm in erecting hangers, tents, fixing lights etc. The Institute shall not be held responsible for any miss happening and loss caused.

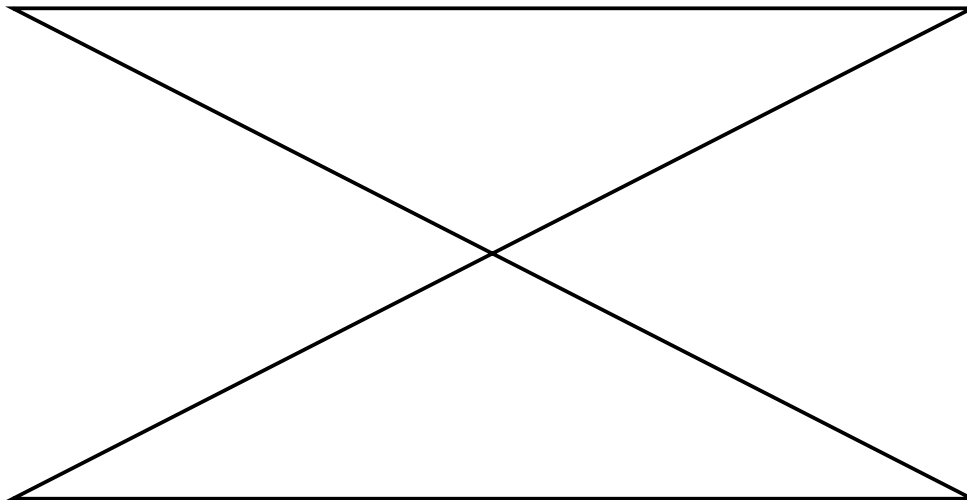
(p) The successful bidder shall take all necessary precautions to ensure safety and security of their workmen and shall be responsible for any injury that might occur to person/s and bear all cost towards insurance/treatment/compensation of them. Necessary insurance cover shall be made by the Successful Bidder. Further, the Successful Bidder shall have to comply with the provisions of all prevailing Labour Laws relating to the work assignment.

(q) The successful bidder shall also take all necessary precautions to prevent any type of damage that may be caused towards any Institute's property during the course of execution of the contract and they will be liable to make good the same at their cost.

(r) After awarding of contract, **ONE POINT/ONE MAN CONTACT** should be established with IIMC. Successful Bidder OR the authorized representative of the Successful Bidder should be available on telephone and also on mobile to enable this Institute to call them in any situation. Therefore, telephone as well as mobile number(s) and address will also be provided to IIM Calcutta.

- (s) Each page of the quotation is to be signed by the tenderer and duly stamped.
- (t) All disputes arising out of this contract shall be referred either to sole arbitrator of the Director, IIMC or referred for the sole arbitration of the Director, IIMC. The venue of arbitration shall be in Kolkata only.
- (u) IIM Calcutta reserves the right to reject any or all tender(s) without assigning any reason. The decision of IIM Calcutta in this regard shall be final. No enquiries in this regard shall be entertained.
- (v) The **quoted rate will remain valid for a period of SEVENTY FIVE (75) DAYS** from the date of opening of price bid. Work should be completed within the specified date from the date of issue of the Letter of Intent /Work Order.
- (w) The quoted rate should be comprehensive one inclusive of supply of material, labour charges, hire charges of tools & tackles, scaffolding, plant & machinery etc., to execute the total Scope of Work as per **Appendix 'A'** to this RFP.
- (x) The rate quoted by the Successful Bidder shall also be **inclusive of all taxes, duties, transportation charges and other statutory payments and will not be subject to any fluctuation due to any increase in any effect.**
- (y) A tenderer who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is liable for rejection.
- (z) All corrigendum and addendum shall be part of the tender document and are to be uploaded duly signed and stamped with tender document as bid annexure. Even if tenderer fails to submit corrigendum and addendum duly signed by him, it will be deemed that the tenderer has gone through such corrigendum / addendum, if any, and no claim shall be entertained by IIMC on account of any omission / error on his part.
- (aa) Change in Law/ Change in Rate/ Hike in Rates of anything/ any components related to this project, during the currency of contract will not affect the terms and conditions/ financial implication of contract. IIMC will not be liable to pay any additional amount other than contracted amount and neither IIMC will be liable to change/ modify any terms and conditions of contract nor change/ modify the financial implication of contract once finalized.
- (bb) The bidder must be a legally constituted registered proprietary firm/ partnership firm/ limited company or corporate body possessing / having in its name & the required Trade and professional and all other licenses, required as per law.

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



5. **Delivery Period.** The work contract must be executed in all respects as mentioned in the scope of works latest by **TWO DAYS BEFORE THE FINAL CONVOCATION DAY** and should be ready for USER INSPECTION so that any modification/alteration can be made in time. Final Rehearsal for Convocation will be held **TWO DAYS PRIOR TO THE FINAL CONVOCATION DAY**. **Final Convocation Day will be intimated to the Successful Bidder well in advance by IIMC. Failure to honour the above mentioned timeline will be treated as NON COMPLETION OF WORK AND TERMS & CONDITIONS OF CONTRACT IN ACCORDANCE WITH THIS TENDER DOCUMENT WILL BE INVOKED AGAINST SUCCESSFUL BIDDER.** Scrutiny of process at various stages as mentioned below will be done by the designated members of the Convocation Committee 2024 of IIMC and suitable penal action may be taken including cancellation of order in case of unsatisfactory performance by the vendor:-

Stages/Phases of Scrutiny of progress of work of the vendor to be done by the designated members of the Convocation Committee - 2024:-

Sr. No	Stage	Jobs to be completed and presented for Inspection	Scheduled date/ time
(a)	Stage - 1	Mobilization of materials related to Structure of Student Canopy, Canopy Front Gate, Shamiana Side walls.	45 days prior to the Full Rehearsal to the Convocation - 2024.
(b)	Stage - 2	Starting of construction of Structures of Student Canopy, Canopy Front Gate, Shamiana Side walls.	43 days prior to the Full Rehearsal to the Convocation - 2024.
(c)	Stage - 3	Mobilization of materials related to Structure of main AC Shamiana and allied/adjoining tents (Camera station, dias arrangement, station for sound system, Medical Unit, help desk, Food Stall, Green Toilet etc)	30 days prior to the Full Rehearsal to the Convocation - 2024.
(d)	Stage - 4	Structure of main AC Shamiana and allied/adjoining tents (Camera station, dias, station for sound system, Medical Unit, help desk, Food Stall, Green Toilet etc)	28 days prior to the Full Rehearsal to the Convocation - 2024.
(e)	Stage - 5	Covering of main Shamiana and allied/adjoining tents (Camera station, station for sound system, Medical Unit, help desk, Food Stall, Green Toilet etc) along with student canopy, internal external decorations as per specification.	15 days prior to the Full Rehearsal to the Convocation - 2024.
(f)	Stage - 6	Starting of all electrical connections, Lights, ACs, stairs, carpets and complete seating arrangements.	07 days prior to the Full Rehearsal to the Convocation - 2024.
(g)	Stage - 7	Completion of all electrical connections, Lights, ACs, stairs, carpets and complete seating arrangements	03 days prior to the Full Rehearsal to the Convocation - 2024.
(h)	Stage - 8	Complete supply and placement of all seating arrangements including of chairs with covers, sofa sets, dias arrangements etc	01 day prior to the Full Rehearsal to the Convocation - 2024.
(i)	Stage - 9	All complete Condition.	01 day prior to the Full Rehearsal to the Convocation - 2024.

6. **Pre-bid Conference/ Meeting.** Pre-Bid Conference/Meeting is scheduled on **22 January 2024 at 1100 Hrs.** as stipulated in NIT, prospective bidders interested in participating in this tender must attend the Pre-bid conference to clarify Techno-Commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document. **PARTICIPATION IN PRE-BID CONFERENCE/MEETING IS MANDATORY, FAILING WHICH BID WILL BE SUMMARILY REJECTED DURING TECHNICAL EVALUATION.** The date and time by which the written queries for the Pre-bid must reach to the authority and the last date for registration for participation in the Pre-Bid Conference/Meeting are also mentioned in the NIT. After the Pre-bid conference, Corrigendum if any shall be published on the CPP Portal & Institute's website within **THREE (03) WORKING DAYS** from the Pre-Bid

Conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.

7. **Terms & Conditions for providing various services.**

- (a) Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in *Kolkata* and only courts in *Kolkata* shall have jurisdiction to determine/decide the same.
- (b) Names of the Proprietor, Directors, consultant and top executives (with address, phone number etc.) should be furnished with the tender.
- (c) The persons deputed shall not be below the age of 18 years and above 60 years of age (or as applicable) and should be physically fit & healthy for performing assigned duties.
- (d) Representative of Service Provider shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of IIM Calcutta, they shall work under the directives and guidance of *IIM Calcutta*.
- (e) The decision of Competent Authority, IIM Calcutta in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the Service Provider.
- (f) The Competent Authority, *IIM Calcutta* shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and the decision of the Competent Authority shall be final and binding.
- (g) The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding.
- (h) No accommodation will be provided by IIM Calcutta for the personnel deployed by the agency.
- (i) Any violation of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and de-barring of the Service Provider for future works for a period of THREE (03) years.

PART III - STANDARD CONDITIONS OF REP

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs 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 the Bid submitted by the Bidder.

2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India. Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in *Kolkata* and only courts in *Kolkata* shall have jurisdiction to determine/decide the same.

3. **Effective Date of the Contract.** The contract will be in effect from the day of issue of Work/ Purchase Order/ Contract Agreement.

4. **Award of Contract.** The contract will be awarded for this Single Project (CONVOCATION FOR THE YEAR 2024) as one time basis.

5. **Conciliation and Arbitration.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in *Kolkata*. The award of the Arbitrator shall be final, conclusive and binding on all parties. Director IIMC will be the Competent Authority for assign the Arbitration.

6. **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 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 them 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 BIDDER/ SERVICE PROVIDER and recover from the BIDDER/ SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the BIDDER/ SERVICE PROVIDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ SERVICE PROVIDER towards any officer/employee of the BUYER to any other person in a position to influence any officer/employee of the BUYER 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.

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

8. **Termination of Contract.**

- (a) The contract may be terminated by serving one month's notice, in case the Service Provider:-
 - (i) Assigns or sub contracts any of the service(s).
 - (ii) Violation/Contravention of any of the terms and condition mentioned herein like not having a valid license etc.
 - (iii) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
 - (iv) Any violation of instruction/agreement or suppression of fact.
 - (v) Contractor being declared insolvent by competent court of law.
- (b) In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by IIM Calcutta.
- (c) The delivery of the service (s) is delayed for causes not attributable to Force Majeure for more than SIX (06) HOURS beyond stipulated time and due to causes of Force Majeure for more than SIX (06) HOURS after the schedule date of delivery.
- (d) The BIDDER/ SERVICE PROVIDER is declared bankrupt or becomes insolvent.
- (e) The BUYER has noticed that the Contractor has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (f) As per decision of the Arbitration Tribunal.
- (h) The contractor fails to provide the desired standard of item(s)/service(s) even after three written reminders.
- (i) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (j) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

(k) 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.

9. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting.** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. **Amendments.** At any time TWENTY FOUR (24) HOURS prior to the last date for submission of the tenders, IIMC may for any reason, suo-moto or any response to any clarification by prospective bidder, modify the tender documents by amendments (Addenda/Corrigenda etc.). Any such amendments will only be uploaded in CPP Portal All the bidders who uploaded in CPP Portal prior to such amendment shall take cognizance of such amendments. The amendments, if any, shall be binding on the bidder.

12. **Taxes and Duties:-**

(a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the SUPPLIER. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the Customer by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the BIDDER/ SERVICE PROVIDER.

PART IV – SPECIAL CONDITIONS OF RFP

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the USER. 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 **Appendix 'C'** to this RFP.

2. **Option Clause.** The contract shall have an option of OPTION CLAUSE, wherein the BUYER can exercise an option to procure an additional **TWENTY FIVE PERCENT (25%)** of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency

of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

3. **Repeat Order Clause.** The contract shall have an option of REPEAT ORDER CLAUSE, wherein the BUYER can exercise an option to procure an additional **FIFTY PERCENT (50%)** of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (06) months beyond the completion of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to **TWENTY FIVE PERCENT (25%)** plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the BIDDER/ SERVICE PROVIDER. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.

5. **Payment Terms.** The Service Provider shall submit the bills along with all relevant documents for the executed work complete in all respects. The bills will be submitted in the manner and form that may be prescribed by the Competent Authority. Account payee cheque/DD/RTGS for amounts passed in the bill will be issued only after the Service Provider gives stamped receipts for the amount unless the bills are Pre-receipted. Payments will be made only by Account payee cheque/DD/RTGS. The Competent Authority will have the right to recover liquidated damages for delay or slow progress of the work, penalty etc. from the bills submitted for payment. The final Settlement of the bills and refund/adjustment/appropriation of any amount retained from the bills of the Service Provider shall be made fully after the Competent Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Service Provider on any account. The successful bidder shall submit necessary bank details for bill payment at the time of entering into contract. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques wherever feasible. The payment will be made as per the following terms, on production of the requisite documents: -

- (a) The items will be delivered on a Delivery Challan and Bills/invoices submitted in duplicate.
- (b) Upon receipt of the items and producing of all supported documents by the contractor, payment will be made by the IIMC by cheque.
- (c) It is mandatory to the bidder/vendor to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by IIMC.
- (d) Ink signed copy of Service provider's invoice.
- (e) Ink signed copy of Commercial invoice/Service provider's invoice.
- (f) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)
- (g) Any other document/Certificate that may be provided for in the Supply Order/ Contract.
- (h) TDS and other taxes as applicable will be deducted from the agency's bill as per Govt. norms from time to time. The GST (if claimed by the agency) will be reimbursed only after the submission of proof of payment of GST. Moreover, the GST challan should match the claim preferred against the Institute.
- (i) On receipt of final payment, BIDDER/ SERVICE PROVIDER should furnish a 'NO CLAIM CERT' as per **Appendix 'E'** of this RFP.

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

7. **Fall Clause.** The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical

description, to any Persons/ Organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

8. **Paying Authority.** The process of bills of successful tender will be made by the IIMC and payment will be made by Accounts Department of IIMC. Bills to be submitted by the vendor within FIFTEEN (15) days of completion of work/supply.

9. **Risk and Expense Clause.** If the SERVICE PROVIDER fails to deliver the Goods/ Services either in FULL or in PART, within the prescribed delivery period as mentioned in Work/ Purchase Order/ Contract Agreement (OR on or before the date and time mutually agreed by the BUYER and SERVICE PROVIDER), the BUYER shall be entitled at his option to take alternate procurement action as thinks fit, at the Risk & Expense of the SERVICE PROVIDER for the unsupplied portion of the Goods / Services for which delivery has expired, without cancelling the contract in respect of the Goods/ Services not yet due for delivery, or to cancel the contract based on progress of work, including Goods/ Services not due for delivery, and, if thought fit/necessary, to purchase the Goods/ Service at the Risk and Expense of the SERVICE PROVIDER. The price differential in case of higher cost to the BUYER, if any, shall have to be borne by the SERVICE PROVIDER. Recovery of differential price be recovered from Invoices/ Bills/Performance Bank Guarantee/ Any Other Financial Instrument of SERVICE PROVIDER held with the BUYER. Moreover, the SERVICE PROVIDER shall have no claim over the quantity, which they failed to supply. The "failure to deliver the Goods/ Services" includes the following: -

- (a) Supply of substandard Goods/ Services.
- (b) Failed to meet the specified standard of Goods/ Services as mentioned in Specification.
- (c) Failed to supply the alternative/ substitute Goods/ Services already rejected by the BUYER.
- (d) Failed to supply/ provide Sample/ Proof Tests/ Proof Reading/ Specimen/ Model/ Prototype/ within the specified date as mentioned in Work/ Purchase Order/ Contract Agreement/ Mutually Agreed by the BUYER and SERVICE PROVIDER.

10. **Liquidated Damage (LD).** If the SERVICE PROVIDER fails to deliver/ provide any OR all of the Goods/ Services OR fails to perform the incidental Works/ Services within the date and time frame(s) incorporated in the contract (OR within the date and time mutually agreed by both the parties), the Procuring Entity (IIMC) shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed Liquidated Damages, but not as a penalty, a sum equivalent to the HALF PERCENT (½%) (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the TEN PERCENT (10%) (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides LD during such a delay, Denial Clause as mentioned in this Tender Document shall also apply.

11. **Extension of Delivery Period.**

(a) **General.** If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he/she shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, WITH OR WITHOUT LIQUIDATED DAMAGES and WITH AND WITHOUT DENIAL CLAUSE by issuing an amendment to the contract.

(b) **Conditions for Extension of Delivery Period.** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions: -

(i) **Liquidated Damages (LD).** The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the

contract.

(ii) **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/ Services, 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.

12. **Force Majeure.** Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than THREE (03) days, either party may, following consultation with the other give a notice of termination.

13. **Specification.** The BIDDER/ SERVICE PROVIDER guarantees to meet the specifications as per **Appendix 'F', Appendix 'A'** to this RFP.

14. **Transportation.** The contractor is responsible for transport for the delivery of goods to the Consignee's premises (where applicable/ if required) as mentioned in Part II under their own arrangement. The term Contract means acquiring all types of goods, such as stores as well as all types of services including packing, unpacking, preservation, transportation, loading, unloading, insurance, delivery, special services if any, consultancy and systems. Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SUPPLIER and the IIMC as such shall not be a party to it.

15. **Quality Assurance.** The goods supplied under the contract should conform to the standards, quality and specifications as per the requirement of BUYER. The item should be conforming to the current production standard and having 100% defined life at the time of delivery.

16. **Inspection Authority.** The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be User Inspection. User Department may refer the case to Tender & Disposal Committee in case of poor quality of work/supply.

17. **Claim.** The following claims clause will form part of the contract placed on successful bidder:-

(a) The claims may be presented either on quantity of the items/ goods (where ever applicable), where the quantity of items/ goods does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within SIX (06) HOURS under own arrangement of the contractor.

(c) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within SIX (06) HOURS of completion of inspection and acceptance of goods and will be submitted to the Contractor.

(d) The Contractor shall collect the defective/damaged or rejected items from the location nominated by the BUYER and deliver the replaced goods at the same location under Contractor's own arrangement.

(e) The quality claims will be raised solely by the BUYER and without any certification/ countersignature by the Contractor's representative stationed in India.

(f) Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SERVICE PROVIDER and IIMC as such shall not be a party to it.

18. **Warranty/ Guarantee/ Defect Liability Clause.**

(a) The contractor should covenant that, it is a condition of the contract that all Goods supplied to the BUYER under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the BIDDER/ SERVICE PROVIDER's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.

(b) The BUYER shall promptly notify in writing to the contractor, if during the period above, the supplied goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the BUYER in that behalf being final and conclusive).

(a) Upon receipt of such notice, the contractor shall, within SIX (06) HOURS (or within any other period, if stipulated), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that.

(b) A penalty of 0.5% (ZERO POINT FIVE PER CENT) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance Security Guarantee. The maximum penalty for warranty failure will be 10% (TEN PERCENT) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, BUYER shall be entitled to encashment of whole of Performance Security Guarantee. In such an event, action for inordinate delays would also be taken as per the Rules and Regulations of Govt of India.

(c) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.

(d) If the contractor, having been notified, fails to rectify/ replace the defect(s) within SIX (06) HOURS (or within any other period, if stipulated), it shall amount to breach of Contract for default, and the BUYER shall avail any or all remedial action(s) there under.

(e) Payment will be made on NO WORK NO PAY basis. A penalty of 0.5% (ZERO POINT FIVE PER CENT) of the contract value for the EACH NON COMPLETION OF WORK shall be recoverable from the Performance Security Guarantee.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** All the bids will be evaluated as per Single Stage Two Envelop System i.e. at Technical Bid stage by Technical Evaluation and at Financial Bid by Financial Evaluation. The broad aspects of both the evaluation is as under:-

(a) Evaluation of Technical Bid will be carried out as per Technical Criteria (as per Appendix 'F') of Services and Eligibility Criteria of Vendors/ Bidders. **Technical Bid in respect of those Bidders will ONLY be opened who have attended Pre Bid Meeting/ Conference on the date and time mentioned in Tender Document/ NIT. Bid in respect of those Bidders who have NOT attended the Pre Bid Meeting/ Conference will be SUMMARILY REJECTED without assigning any further reason AND any representation in this regard, at later stage, will NOT be entertained by the Procuring Entity.**

(b) ***While quoting the rate in BOQ (Bill of Quantities) in CPP Portal, Bidder should keep in mind all the aspects discussed in the Pre-bid meeting, scope of work and all the fields mentioned in the BOQ.***

(c) The bidders who have technically qualified and emerges as **L-1 in overall lowest rates** of entire work as mentioned in **Appendix 'A'** of this RFP will be considered for awarding the contract as per the Bid Price would be mentioned in BOQ (Bill of Quantities).

(d) 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 duty up to any value of supplies from them, they should clearly state that no excise duty 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.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations if any as decided by the BUYER.

(g) The bid evaluation will be done by following the LEAST COST SYSTEM (LCS) method prescribed in GFR-2017:-

(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.

(iii) If the lowest quoted bidder is unable to take the assignment within the prescribed period due to any reason whatsoever, the second lowest will be considered, if approved by the Competent Authority of the Institute. In this case the EMD of the lowest qualified bidder will be forfeited.

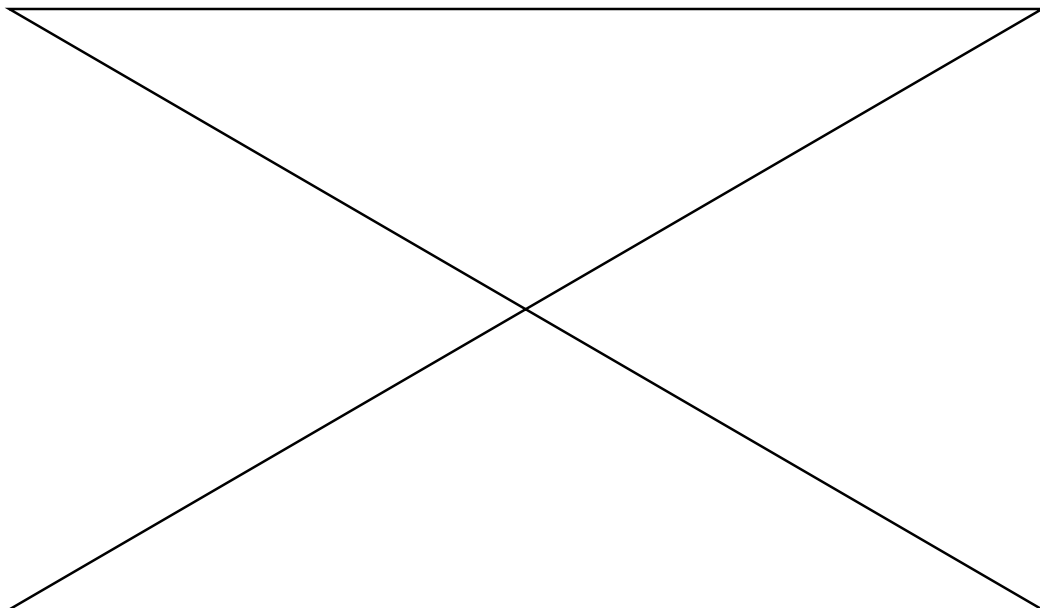
(h) In case of identical rates achieved as L-1 then negotiation will be carried out to decide the new L-Bidder.

2. **Price Bid Format.** The Price Bid Format is as per BOQ (Bill of Quantities).

Note 1: Incompletely filled form will be rejected out rightly.

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.

Note 3: **It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid may be rejected or assumed as inability to supply the said goods/ services.**



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

CIVIL/ CONSTRUCTIONAL WORK	
Sl. No.	Description
Dais and Inside the Shamiana	
1	Erection of aesthetically designed AC Shamiana/Tent with metallic structure with suitable roofing, side covering and carpeting on the floor. The Shamiana / Tent should have supporting pole/pillar at the extreme side positions and there must not be any supporting pole/pillar inside the Shamiana / Tent. The construction should be able to resist the maximum wind speed during northwester and should be sufficiently strong to withstand any sort of cyclone.
2	The size should be sufficient for sitting capacity of around 2500 persons with supply of around 2500 nos. of good quality chairs without arm, with white cover and ribbons.
3	AC Shamiana Size should be as per following: Length : 247 ft (75 meter) Width : 100 ft (30.5 meter)
4	Fire Safety - Standard protocol and equipment are to be maintained
5	Suitable good quality sofas with white cover (around 40 nos.) are to be provided on the front three rows of the hall for the VIPs/guests.
6	There will be one raised wooden/iron stage of suitable size (approx. 96 ft x 48 ft) (similar to the stage in the Institute Auditorium), to be constructed with good aesthetics. There will be special VIP chairs of around 25 nos. for Chief Guest and other dignitaries, along with around 80 nos. of VIP chairs with arm for use on the stage for sitting arrangement of Faculty members.
7	Erection of three approach gates decorated with flowers for entry / exit purpose. Also erection of suitable nos. of fire exit.
8	Arrangement / development of an eco-friendly toilet block with illumination arrangement. Also an washroom/green room arrangement (approx. of 8 ft x 10 ft) for dignitaries sitting on dais at a suitable place at the side of the stage.
9	Construction of suitable ramp (atleast 4 nos.) along with the stairs at both sides of the dais and also at the back side of the dias for easy and comfortable movement of the normal and physically challenged students.
10	Construction of two temporary rooms of size 42 ft x 16 ft (approx), one at each side (East and West side of the dais) of the dais, with suitable door arrangement, for storage of certificates, awards etc. and for sitting arrangement of singers, musical hands, technical persons for Web casting, Projectors & IT Helpdesk. Supply of around 16 nos. of system table or 3 ft x 2.5 ft wooden tables and around 30 chairs are to be made. The rooms would be aesthetically designed and the persons sitting inside should not be visible to the outside guests.
11	Arrangement of a suitable decent looking separator behind the dignitaries on the dais, of around 5 ft. height, to facilitate easy movement of persons from one room to the other, without being visible to the guests.
12	Arrangement of suitable iron structure / wooden of 35 ft (length) x 5 ft (width) for LED projection screens each on front & rear sides of the dais inside AC Shamiana.
13	Preparation and Erection of Banners of appropriate size inside the AC Shamiana. The matter for the banner will be provided by MBA Office in due course. Also the vendor has to fix some signages/banners which will be provided by MBA Office.
14	Arrangement of aesthetically prepared decoration at the outside part of the AC Shamiana.
15	For arranging the above, the entrusted vendor should discuss and take approval of the designed items from MBA Office and Engineering Division
16	Supply and laying of Coloured (Red/Green/Grey/Maroon) synthetic matting on metal road from back side of NTB Bldg. (two roads) to AC-Tent & VIP Lounge of Auditorium

17	Any other civil and constructional works required for completion of the AC Shamiana in all respects. There should be some flexibility in the arrangement for modification of any work as will be decided by MBA Office and Engineering Division
18	Flower Decoration: Flower Decoration will also be arranged on the Dais/Foyer, in and around the Convocation Venue. The flower will be fresh and of good quality (original flowers, Orchid, Jinia and carnation flower etc.). Locations are Entrance Gate (2 nos, Parents and VIP gates), Emergency Gate (North Side) and other places (Medical / Help Desk etc.).
19	A suitable flex/banner for the Medical Assistant Booth and Help Desk to be prepared and fixed beside the AC Shamiana's exterior decoration. The flex matter is "Medical Assistant Booth" and "Help Desk" and design should be approved by the MBA Office
20	Agency should hire a professional designer for erection of aesthetically designed AC Shamiana/Tent and banner/flex etc.
21	Agency should provide suitable designing FLEX for entire Convocation Venue (Inside and Outside), design should be approved from MBA Office.
22	Agency will arrange all work related to readiness of ground including levelling and trimming of trees.
Erection of a canopy for students Full Rehearsal/Convocation procession	
23	Erection of a canopy of length 400 Ft. and height of at least 15 Ft/16 Ft (keeping in view the width of the road) with suitable nos. of road dividers and around 25 nos. sleek tables (approx. 5 Ft x 2 Ft) to be placed along the road near the New Teaching Block (NTB) of the Institute over the metaled road to facilitate the movement of students participating in the Convocation procession. Erection of a well decorated approach gate is to be made at the entry point, along with preparation and fixing of a flex banner. The matter for the banner will be provided by MBA Office in due course.
Camera Stations	
24	Arrangement of proper Camera Stations with complete sets (3 nos.) for Web Casting, one each at two sides of the wings and third one at centre position at suitable height.
25	Construction of Camera Station: Construction of a proper Camera Station at suitable height in between the students' & parents' sitting areas (around 5 ft), to be used for Electronic Media.
26	The entrusted vendor needs to coordinate with the concerned vendor of Web Casting for actual measurements & requirements.
Station for Sound System	
27	Suitable arrangement of proper Sound System station to be made near/on the dais. No disturbance in the sound will be allowed which might be caused from stray signals from auxiliary systems like AC/Generator.
Medical Unit/ Facilities	
25	Making AC room adjacent to AC Tent for arrangement of doctor's chamber with suitable table with white cover and 6/7 chairs with cover. Size: 25" x 16" with AC facilities.
Help Desk	
26	Making AC room adjacent to AC Tent for arrangement of Help Desk with suitable tables (2/3) with white cover and 8 chairs with cover. Size : 20" x 16" with AC facilities
Food Stall	
27	Making decent looking food stall in front of the AC Shamiana, approx. size 20 ft. x 16 ft. There should be provision of lighting and fan at the Food stall. And also prepared a flex/banner for the same, the matter is "Food Stall" design should be approved from MBA Office.
Green Toilet	
28	Three or more Green Toilets to be installed east side of AC Shamiana with proper immulation. The location is adjacent to exit of emergency gate of east side.
ELECTRICAL WORK	
Sl. No.	Descriptions
1	Agency has to provide sound proof Generator adequate to run the entire load, along with required fuel including on Thursday, 04 April 2024 (Full Rehearsal Day) to Saturday, 06 April 2024 (Convocation Day)

2	The entire electrical loads of AC Shamiana will be run on Generators.
3	There should be a dedicated generator exclusively for the sound system and the main stage lights. No other loads will run through this Generator. The dedicated panel for this load zone is to have <u>changeover switch</u> .
4	Full details, specification, rating of the AC tent loads i.e. AC's, lighting system complete with layout drawing is to be furnished in the initial stages.
5	The Generator Power distribution system inside tent should be such that every consecutive AC's (installed side by side) is to run through different Generator source. As for Example- If AC no.1 and AC No. 2 are installed side by side, then the power to the two AC's should not be from the same Generator. The connection to the lighting system also has to be made on this basis (consecutiveness preferably to be treated both for side by side and front to back or as per convenience depending on site condition)
6	There should be sufficient number of AC units to be installed inside the AC Shamiana/Tent so that adequate cooling is maintained. During inspection by Institute's higher authority if it is found that more cooling is required then additional AC units as will be necessary need to be arranged by Vendor at his cost.
7	The operation of the stage light is to be done by the agency. Accordingly the agency will have to arrange a dedicated individual who will be present althrough from the start till the end of the program. The individual should be someone having full expertise in the field of stage light operation, illumination and someone who will be fully conversant about the actual lighting distribution made inside the tent. The mobile no. of the person should be informed to MBAOffice & Engineering Division.
8	The agency has to plan for sitting arrangements for operators of stage light and sound system. The sitting arrangement should be such that both operators have a clear face to face view of the main stage.
9	The agency should arrange for another 2 Electricians with mobile phones who would be responsible for the illumination, electrical connection in areas immediate outside the tent. The mobile nos. are to be informed to MBAOffice & Engineering Division.
10	The agency should arrange for sufficient extension boards required inside the Shamiana and dais for connectivity of Camera device, Projectors, Mixers, Sound system, Televisions, LED Display etc.
11	The power distribution from Generator is to be done through Distribution panels. Each of the distribution panels should have adequate capacity change over switch, SFU, Voltmeter, Ampere meter, Phase indication lamp etc. All accessories are to be in OK condition complying electrical standards and general safety. Each circuit should go through individual MCB's. The electrical cables should be continuous in length without any jointing. No burnt out or damaged cables/wires would be allowed. Connection at ends (cable/wire) are to be done through proper socketing. No live ends are to be kept open. PVC Insulation taping are to be done in all areas wherever applicable.
12	Generator sources are also to be provided for the Pedestal fans just outside the tent.
13	The agency is to provide the mobile numbers of all their persons having responsibility of specific areas to MBAOffice and Engineering Division.
14	AC Mechanics/Technician should be available throughout the program to take care of any online breakdown. Prior to the program all check-ups, gas filling, pressure test etc. are to be completed to make the AC's ready in all respects and to be checked by Institute's Electrical Department.
15	The agency is to make arrangement for proper Earthing system.
16	The agency will have to provide light, fan & AC facility at Reception/Help Desk, Medical Unit and other counters (as applicable). They will also provide lighting and fan at the Food stall counter.
17	In case of requirement of temporary line at the initial stages, the agency will have to arrange for their own cables, distribution panels to draw the power from the temporary source.
18	If any of the Generators fail to function, it is the responsibility of the agency to arrange for reserve Generator set(s).
19	All inside and outside electrical works to be done pertaining to illuminations with necessary electrical fittings and fixtures with safety measures.
20	Providing AC facility with all necessary electrical works.
21	Any other electrical works required for completion of the AC Shamiana in all respects. There should be some flexibility in the arrangement for modification of any work as will be decided by Electrical Department.

22	LED Lights to be incorporated in all areas inside AC Shamiana and outside wherever necessary
23	All electrical wirings are to be made under proper covering/conduit conforming appropriate size and specifications.
24	All the above terms and conditions are to be checked by the Institute's Electrical Department and clearance to be obtained from them for clearance of payment.
OTHERS	
Sl. No.	Descriptions
1	Standing Mirror (Size: 5ft x 2 or 2.5 ft) with proper framing and stand – Qty – 10 pcs. Mirrors to be placed at the robing rooms (NH-3 Pcs., Tagore Hostel – 3 Pcs., PGPEX-VLMP – 2 Pcs. and NTB – 2 Pcs.)

Some Photograph of designs of AC Shamiana



AC Shamiana Side Wall



Inside Design- 1



AC Shamiana Side Wall - 2



Inside Design- 3



Inside Side Wall Design – 1



Inside Design- 4



Inside Side Wall Design -2



Canopy Front Gate Design



Dias Chairs



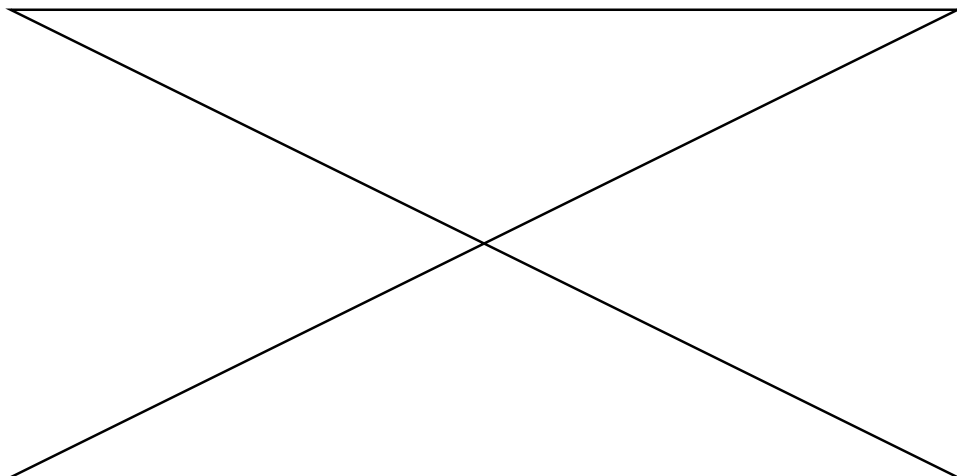
Medical Unit Design



Dias Design including staircase



Road Mat sample



BIDDER'S INFORMATION FORM WITH CHECK LIST

SL No.	Particulars	Yes/No	Details	Attachments
1	Name of the Service Provider			
2	Registered Address			Enclose Proof
3	Branch/Head Office/ Operational Office Address within the SIXTY (60) KILOMETER of Radius from IIMC Joka Campus.			Enclose Proof
4	Name of the Authorized Signatory:			Enclose Proof
5	Trade License No (In case of GST Exemption)			Enclose Proof
6	PAN Details			Enclose Proof
7	GST Registration No			Enclose Proof
8	Average Annual Turnover of last three Financial Year			Enclose Proof (Audit Reports)
9	Net profit for last three Financial Year (Audited OR Certified by CA)			Enclose Proof (Audit Reports)
10	Minimum experience in similar assignments in Government/ PSU's/Autonomous Bodies			Enclose Proof as Work Order
11	ISO Certificate (If Any)			Enclose proof as salary/wage register

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 in any form 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”.

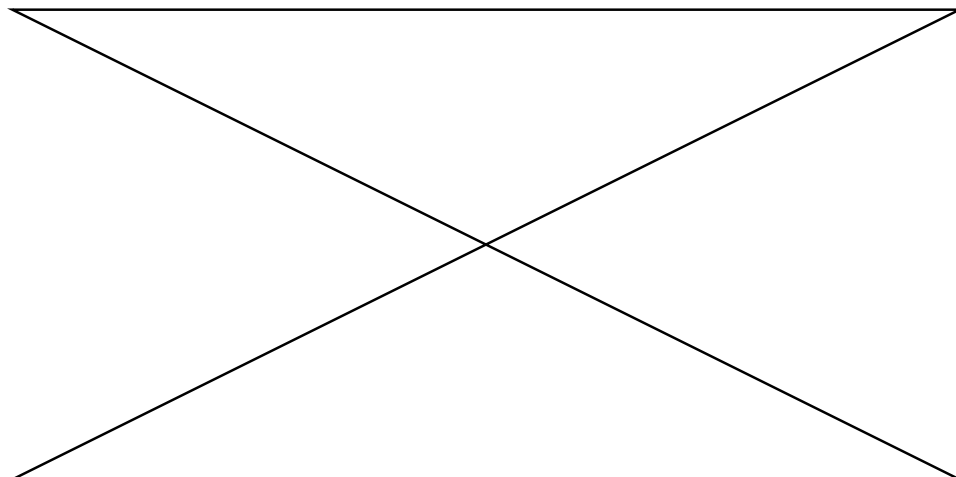
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]



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.

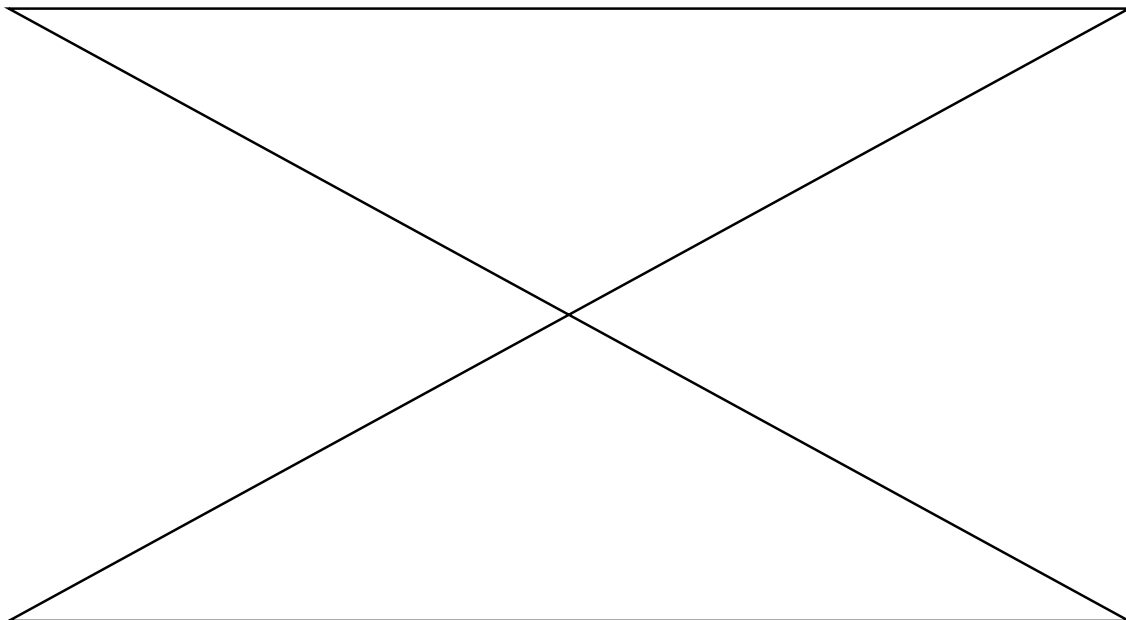
Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section/Para	Clause/ Sub-Clause/Sub Para			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(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.



BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The Director
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka
Kolkata – 700104, West Bengal

Whereas..... (name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

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

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

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, 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 said debt 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 thereunder 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 theday of20.....

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)

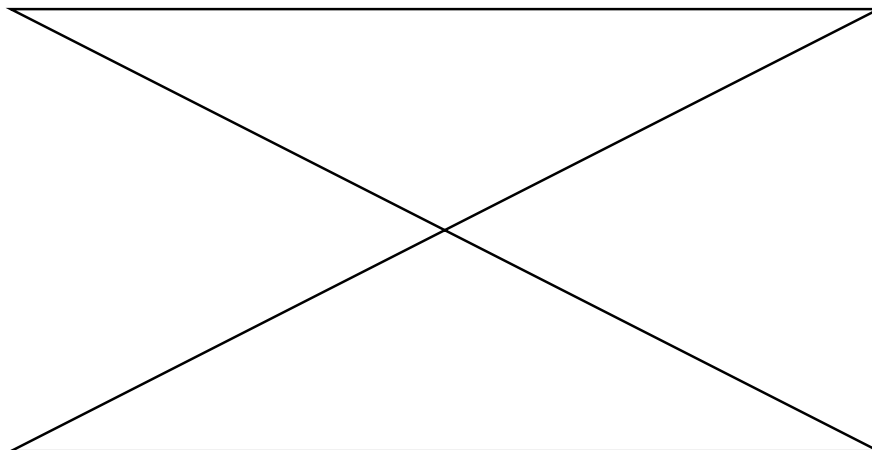
.....
.....

Name and designation of the officer

.....

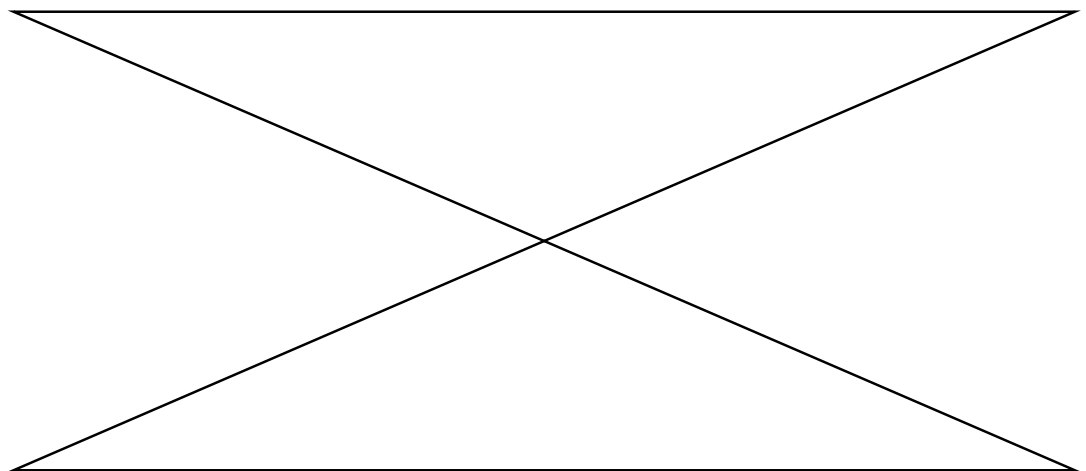
, name & address of the Bank and address of Branch

*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.



TECHNICAL BID EVALUATION CRITERIA AND VENDOR'S ELIGIBILITY

Sr. 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 shall have at least THREE (03) years' experience in successfully providing similar services to IIMs/IITs/NITs/ any Government (Central/ State) organization, Autonomous Bodies, Public Sector Undertaking during last FIVE (05) Financial Years with effect from 01 April 2018 to 31 March 2023. Company/Firm/Agency must provide three work orders related to similar services for the said period, wherein the value of two work orders should not be less than 15 Lakh and the value of one work order should not be less than 35 Lakh. The bidder must also provide Work Completion Certificate duly signed by the Procuring Agency for these three Work Orders.	Copies of relevant Work Orders with Work Completion Certificates
(d)	The Company/Firm/Agency shall have annual turnover of at least Rs.1 Crore (Rupees One Crore Only) per year in any three financial year during the last five financial years with effect from 01 April 2018 to 31 March 2023	Copies of audited balance sheet duly audited/ certified by Chartered Accountant (as applicable)
(e)	The Registered Office/Branch Office/ Operational Office of the Company/Firm/Agency shall be located within the SIXTY (60) KILOMETERS RADIUS from IIMC Joka Campus.	Copy of latest enlistment certificate issued by the Local Bodies i.e. Panchayat/ Municipality/Corporation/GST OR Copy of Trade License. Documents like Google Map providing distance from IIMC Joka to Registered Office/Branch Office/ Operational Office of the Company/Firm/Agency.
(f)	The Company/Firm/Agency shall not have been debarred by any organization in last FIVE (05) Years	Self-certified certificate
(g)	IT Return for last THREE (03) Financial Years i.e. wef 01 April 2020 to 31 Mar 2023	Copies of IT Return certificate needs to be submitted
(h)	Bidder Should be a profit making company. Bidder should be in profitable state financially, for at least any THREE (03) Financial Years during the last FIVE (05) Financial Years i.e. wef 01 April 2020 to 31 March 2023	Copies of balance sheet/certificate from Chartered Accountant are to be submitted in support thereof.



BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

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

Reference: Tender Document No._____ Tender Title: _____

Sir/ Madam

We, the undersigned, solemnly declare that:

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

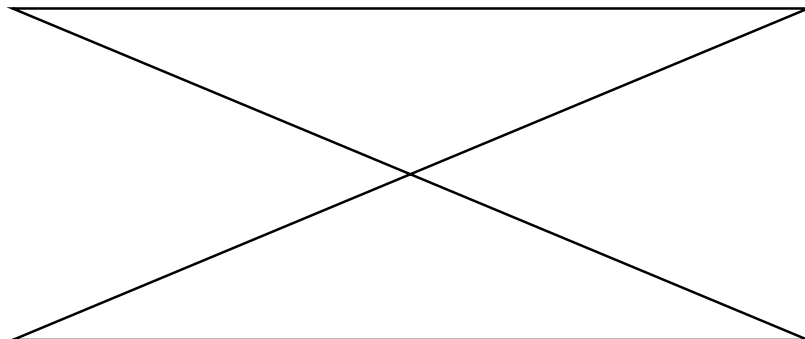
Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place... [insert place of signing]

DATE:.....



PRICE BID FORMAT

Sr. No	Description of Work	Quantity	UoM	Rate	Amount	GST	Total
1.	Construction of AC Shamiana and Allied Services (as per scope of work as mentioned in Appendix 'A')	01 (ONE)	PROJECT				
2.	Hiring of Standing Mirror (Size : 5 Ft x 2 Ft or 2½ Ft with framing and stand) to be placed at Robing Rooms as per the followings: New Hostel- 3 Nos. Tagore Hostel - 3 Nos. PGPEX-VLM Hostel-2 Nos. NTB - 2 Nos.	10 (TEN)	NOS				
Grand Total (SL. No.1 + Sl. No.2)							

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 BOQ in CPP Portal.
- (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.**

