

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

Diamond Harbour Road, Joka, Kolkata - 700104

TENDER DOCUMENT

TENDER REFERENCE NO
IIMC/CCTV/2ND CALL/II/2022-23
DATE: SEPTEMBER 28, 2022

FOR

INSTALLATION OF IP BASED CCTV CAMERAS AT IIMC
CAMPUSROADS FROM TATA HALL TO NEW HOSTEL AND
CONSTRUCTION SITE OF NEW BOUNDARY WALL

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

TENDER REFERENCE NO: IIMC/CCTV/2nd Call/II/2022-23

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REQUEST FOR PROPOSAL (RFP) FOR INSTALLATION OF IP BASED CCTV CAMERAS AT IIMC CAMPUS ROADS FROM TATA HALL TO NEW HOSTEL AND CONSTRUCTION SITE OF NEW BOUNDARY WALL

Sir,

- 1. On behalf of the Director, Indian Institute of Management Kolkata, ONLINE bids are invited from bidders for INSTALLATION OF IP BASED CCTV CAMERAS AT IIMC CAMPUS ROADS FROM TATA HALL TO NEW HOSTEL AND CONSTRUCTION SITE OF NEW BOUNDARY WALL.
- 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. Unless otherwise stipulated in TIS, 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 above, 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*.
- 3. This RFP is to be submitted for Technical Bid duly every page signed & stamped 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) <u>Bids/queries to be addressed to</u>. Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta.
 - (b) <u>Name/designation of the contact personnel</u>. Senior Administrative Officer Purchase, Indian Institute of Management Calcutta
 - (c) <u>Telephone numbers of the contact personnel</u>. +91-33-7121 0000 Extn 1070/1062 and +91-33-7121 1070 (Direct)
 - (d) <u>E-mail id</u>. sao_purchase@iimcal.ac.in
- 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) <u>Part II</u> Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) <u>Part III</u> Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) <u>Part IV</u> 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

Appendix 'E' - No Claim Certificate.

(e)

(f)

7. 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.

Appendix 'F' – Technical Specification of Goods and Vendor Eligibility Criteria.

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

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

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:	2022	Signature of Tenderer
		(Name in Block letter)
		(Capacity i.e. Proprietor/Partner with stamp)

PART I – GENERAL INFORMATION

1. Last Date and Time for Submission of Bids. October 19, 2022 at 0930 hours.

2. Manner of Depositing the Bids.

- (a) Bids must be uploaded till the deadline for submission mentioned in Tender Document. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall *not* be extended.
- (b) Originals (or self-attested copies of originals as specified therein) of specified scanned uploaded documents may be physically submitted in the Tender Box kept at entry point of Administrative Building of IIMC, Kolkata in sealed double cover on the last day of physical submission of documents as same as the last day of ONLINE BID submission date as mentioned in Para 1 of Part-I. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- (c) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

3. **Schedule of Bids Opening**.

- (a) Time and date for opening of Technical Bids. October 20, 2022 at 1000 hrs.
- (b) <u>Time and date for opening of Commercial Bids</u>. 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**. In case of OFFLINE BID, tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata 700104.
- 5. <u>Two-Bid System</u>. Two-Bid system has been adopted and only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the BUYER.
- 6. <u>Modification and Withdrawal of Bids</u>. 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. 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 expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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.
- 8. **Validity of Bids**. The Bids should remain valid till 90 days from the last date of submission of the Bids.
- 9. <u>Earnest Money Deposit/ Bid Security</u>. Bidders are required to submit Earnest Money Deposit (EMD) in favour of the "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" for an amount of **RS 26,800.00 (RUPEES TWENTY SIX THOUSAND EIGHT HUNDRED ONLY)** along with their bids 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. EMD is to remain valid for a period of SIXTY DAYS (60) beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 60th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of Performance Security. Performance Security will be 3% (THREE PERCENT) of the total contract value. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and MSME. 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. EMD should be kept separately inside the envelope along with quotation in main envelope. Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.

- 10. Price must be quoted on F.O.R 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.
- 11. The approval or rejection to tenders(s) rests with Competent Financial Authority (CFA) 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.
- 12. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

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 minimum eligibility criteria are as under:-

Sl. No.	Description	Remarks
(a)	Should have valid Permanent Account Number of Income Tax in the name of the Company or in the name of Proprietor.	Relevant Valid current document needs to be submitted
(b)	Should have valid GST Registration Certificate	Relevant Valid document needs to be submitted
(c)	Relevant document for availability of Registered Office/Branch Office/ Authorised Agent at Kolkata area	Relevant Valid current document needs to be submitted
(d)	The bidder must have experience of supplying and Installation of CCTV Cameras in any of the IIMs/IITs/NITs/PSUs/Govt. Organizations/Reputed Private Organizations within last 05 (years) financial years ending 31.3.2021. Enclose the copy of at least 03 (three) purchase order or completion certificate.	Relevant Valid current document needs to be submitted
(e)	The Average Annual Financial Turnover of at least 50% of the bid value of the work in the last three consecutive years ending 31.03.2021 duly certified by a Chartered Accountant and in case of OEM, it shall be 400% of the bid value	Relevant Valid current document needs to be submitted
(f)	IT Return of last 3 (three) consecutive financial years ending 31.03.2021	Relevant Valid document needs to be submitted
(g)	Bidder Should be a profit making company. Bidder should be in profitable state financially, for the last three financial years ending 31.03.2021. Copies of balance sheet/certificate from Chartered Accountant are to be submitted in support thereof	Relevant Valid current document needs to be submitted
(h)	The firm should have not been blacklisted by any Central/State/Autonomous Bodies or Institute/Public Sector Undertaking	Self-declaration is required in the letter head of firm

3. <u>Terms and Conditions of Contract</u>:-

- (a) 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.
- (b) 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.
- (c) For any emergency situation, the Successful Bidder will provide solution related to his/her work at no extra cost.
- (d) All materials used should be of as per required quality (**as mentioned in BOQ**). 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 goods in question will be rejected or the contract will be cancelled and Successful Bidder will be black listed.
- (e) The structures should be strong enough to withstand thunderstorm, cyclone and rain which are normal phenomenon in West Bengal.

- (f) Before quoting the rates, the agency/firm are advised to visit and inspect the site and working conditions thereof to assess and plan for the successful execution of work.
- (g) 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.
- (h) 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.
- (j) Any defect found in the work carried out by the successful bidder will have to be **rectified free-of-cost** by the Successful Bidder.
- (k) All precautionary/safety measures as necessary should be adopted by the agency/firm while executing the work to avoid any miss happening and loss caused due to the agency's negligence.
- (l) 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.
- (m) The Successful Bidder shall take all necessary precautions to prevent any damage that may cause 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.
- (n) The representatives of the Successful Bidder should be available on telephone and also on mobile to enable this Institute to call them in emergency situation. Therefore, telephone as well as mobile number(s) and address will also be provided to IIM Calcutta.
- (o) Each page of the quotation is to be signed by the tenderer and duly stamped.
- (p) All disputes arising out of this contract shall be referred to the sole arbitration of the Director, IIM Calcutta. The venue of arbitration shall be in Kolkata only.
- (q) 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. Correspondence during tendering process may invite disqualification.
- (r) The **quoted rate will remain valid for a period of 90 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.
- (s) 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.
- (t) The rate quoted by the Successful Bidder shall also be **inclusive of all taxes**, **duties**, transportation charges and other statutory payments and will not subject to any fluctuation due to any increase in any effect.
- (u) A tenderer who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is liable for rejection.
- 4. **<u>Bidders Information</u>**. Vendors are required to submit essential details in respect of their firms/company as per **Appendix 'B'** to this RFP as a part of technical evaluation.

- 5. **Delivery Period**. Items are required to be delivered at Indian Institute of Management Calcutta, in full quantity, as requested in written together with challan in duplicate and bill is to be submitted in triplicate duly affixed of revenue stamp within **SIXTY (60)** days of delivery of items. No delay will be accepted at any cost beyond the stipulated date/time as given in the supply order. It is informed that the user has right to cancel the Contract unilaterally in case items are not received within the contracted delivery period and as per prescribed quality specifications. Extension of contracted delivery period will be at the sole discretion of the Customer, with applicability of LD clause.
- 6. **Pre-bid Conference/ Meeting**. Pre-Bid Conference/ Meeting is *October 11, 2022 at 1430 hrs* as stipulated in NIT, prospective bidders interested in participating in this tender may attend a 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 is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/commercial conditions. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-Bid Conference/ Meeting are also mentioned in the NIT. The pre-bid conference may also be held online at the discretion of the SELLER. After the Pre-bid conference, Minutes of the Pre-Bid Conference shall be published on the SELLER's portal within SEVEN (07) 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.

PART III - STANDARD CONDITIONS OF RFP

- 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. <u>Law</u>. 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.
- 3. **Effective Date of the Contract**. The contract will be in effect from the day of issue of work order.
- 4. **Arbitration**. That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. Director, IIMC will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.
- 5. 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 offers by the Contactor 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 Seller and recover from the Seller 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 Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Customer 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 Customer 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.
- 6. **Non-Disclosure of Contract Documents**. Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 7. <u>Liquidated Damages</u>. In the event of the Contractor failure to submit the stores, supply the stores/goods as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay or part of a day, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
- 8. **Termination of Contract**. The BUYER shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than THIRTY (30) days beyond stipulated time.
 - (b) The Seller is declared bankrupt or becomes insolvent.

- (c) The delivery of material is delayed due to causes of Force Majeure for more than FORTY FIVE (45) days after the schedule date of delivery.
- (d) The BUYER has noticed that the Contactor has utilized the services\any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) The contractor fails to supply the desired standard of item/items even after three written reminders.
- (g) If the Contractor fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.
- (h) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.
- 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 FAX/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**. No provision of present Contract shall be changed or Modified in any way (including this provision) either in whole or in part except Present Contract by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present contract.

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 entrained 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 Seller.

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 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 **Appendix 'C'** to this RFP
- 2. **Performance Guarantee**. The Bidder will be required to deposit a Performance Guarantee by way of Bank Guarantee through any commercial banks or a private sector bank authorized to conduct government business for a sum equal to 3% (THREE PERCENT) of the contract value within FIFTEEN (15) working days from the date of award of contract. Performance Bank Guarantee should be valid up to sixty (60) days beyond the date of completion of all contractual obligations including warranty obligations. Performa of Performance Security Warranty is as per **Appendix 'D'** to this RFP.
- 3. **Option Clause**. The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional 50% (FIFTY PERCENT) 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.
- 4. **Repeat Order Clause**. The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional 50% (FIFTY PERCENT) 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.
- 5. <u>Tolerance Clause</u>. 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 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 Seller. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.
- 6. **Payment Terms**. 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 SUPPLIER/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) Copy of Supply Order/Contract/Contract with U.O number and date of IFA's concurrence where required delegation of power's.
 - (g) 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)
 - (h) Any other document/Certificate that may be provided for in the Supply Order/ Contract.

- (j) On receipt of final payment, SELLER should furnish a 'NO CLAIM CERT' as per **Appendix 'E'** of this RFP.
- 7. <u>Advance Payment</u>. Unless otherwise specially mentioned in this RFP, NO Advance payments will be made.
- 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. **Fall Clause**. The following fall clause will form part of the contract placed on successful Bidder:-
 - (a) The price charged for services under the contract by the SELLER shall in no event exceed the lowest prices at which the SELLER sells the services or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
 - (b) If at any time, during the said period the SELLER reduces the price, sells or offer to sell such services to any person/organization including the Contractor, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.
- 10. **Risk & Expense Clause**. Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the BUYER shall after granting the SELLER SEVEN (07) days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
 - (a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
 - (b) In case of a material breach that was not remedied within SEVEN (07) days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 - (i) Such default.
 - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
 - (c) Any excess of the purchase price or value of any stores procured from any other SUPPLIER as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.
- 11. **Force Majeure**. Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its Contractual obligations, if the affected party within SEVEN (07) days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

- 12. **Specification**. The SELLER guarantees to meet the specifications as per **Appendix 'F'** to this RFP.
- 13. <u>Transportation</u>. The contractor is responsible for transport for the delivery of goods to the Consignee's premises 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.
- 14. **Quality Assurance**. The goods supplied under the contract should conform to the standards, quality and specifications as mentioned in **Appendix 'F'** to this RFP. The item should be conforming to the current production standard and having 100% defined life at the time of delivery.
- 15. <u>Inspection Authority</u>. The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.
- 16. **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 stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality of the stores, 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 SEVEN (07) working days under own arrangement of the contractor.
 - (c) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within SEVEN (07) working days of completion of inspection and acceptance of goods and will be submitted to the Contractor.
 - (d) The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within SEVEN (07) working days.
 - (e) 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.
 - (f) The quality claims will be raised solely by the BUYER and without any certification/countersignature by the Contractor's representative stationed in India.
 - (g) 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 IIMC as such shall not be a party to it.

17. Warranty/Guarantee/Defect Liability Clause.

- (a) The SELLER 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 SELLER'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) Unless otherwise indicated in the contract, the SELLER also guarantees that the Goods supplied would continue to conform to the description and quality as aforesaid, for **THIRTY (30) Months** after their delivery or **TWENTY FOUR (24) Months** from the date of placement in service (e.g., installation and commissioning), whichever shall be sooner.
- (c) Obligations of the SELLER under the warranty clause shall survive even though:-
 - (i) The Goods may have been inspected, accepted, installed/commissioned and paid for by the BUYER.

- (ii) The contract is terminated for any reason whatsoever.
- (c) The BUYER shall promptly notify in writing to the SELLER, 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).
- (d) Upon receipt of such notice, the SELLER shall, within SEVEN (07) days (or within any other period, if stipulated in the contract), 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.
- (e) A penalty of 0.5% (HALF PER CENT) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee. The maximum penalty for warranty failure will be 5% (Five 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/ Warrantee Guarantee Bonds. In such an event, action for inordinate delays would also be taken as per the Rules and Regulations of Govt of India.
- (f) 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.
- (g) If the SELLER, having been notified, fails to rectify/ replace the defect(s) within SEVEN (07) days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default, and the BUYER shall avail any or all remedial action(s) thereunder.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

- 1. **Evaluation Criteria**. Only those bids which has successfully qualified in Technical Evaluation will be considered for Financial Bid.
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - (b) The tenderer who will emerge as L-1 in overall lowest rates of total required quantity as mentioned in **Appendix 'A'** of this RFP will be considered for award of contract as per the Bid Price as per BOQ (Bill of Quantities).
 - (c) 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. No GST should be included while submission of commercial bids.
 - (d) 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.
 - (e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the BUYER. The BUYER also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- 2. **Price Bid Format**. Unless otherwise mentioned in this RFP, the Price Bid Format is as per BOQ (Bill of Quantities) Bidders are required to fill Price Bid Format as per **Appendix 'G'** to this RFP correctly with full details, sign with firms stamp on all pages of commercial bid.
 - 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.

SCHEDULE OF REQUIREMENT (SOR) / SCOPE OF WORK

Sl. No	Item	Item Description	Make	UOM	Qty
1	IP IR Outdoor Bullet Camera	IP Bullet Camera/5.0 MP/ Fixed Lens/ 30 Mtr IR Range/ Starlight/ WDR/IP67	Dahua or Equivalent	Nos.	11
2	Network Video Recorder Rack Mounted	16 PORT NVR With 2 * 6 TB HDD	Dahua or Equivalent	Nos.	1
3	Video HDD	6 TB Surveillance HDD	WD or Equivalent	Nos.	2
4	Network Switch	8 Port Unmanaged 10/100/1000 Switch	Digisol or Equivalent	Nos.	7
5	SM Media Converter	SM Media Converter	-do-	Nos.	4
6	STP Cable	STP CAT6 Cable	-do-	Roll	4
7	OFC Cable	Armoured SM OFC Cable	-do-	Mtr	750
8	OFC Patch cord	SC-SM-LC Patch cord 1 mtr	-do-	Nos.	2
9	CAT6 UTP Patch cord	Cat6 UTP Patch cord mtr	-do-	Nos.	24
10	CAT6 Connector	RJ 45 Connectors	-do-	Box	1
11	STP Connector	CAT6 STP Connector	-do-	No	25
12	PVC Box	Pole Mount waterproof PVC Box	Sintex or Equivalent	Nos.	8
13	OFC Junction Box	OFC Junction Box	ISI	Nos	4
14	Accessories	Accessories(Cables + Cable tie + clamps + L angle)	ISI	LS	1
15	HDPE Pipe	25 mm HDPE Pipe	ISI	Mtr	1250
16	Camera POE Injector	PoE Injector for Indoor Camera	Digisol or Equivalent	Nos.	11
17	Pole	10 feet GI Tubular Pole(6") with concrete base, Painting, proper earthing with fixing	ISI	Nos.	7
18	Display	55" Commercial TV	LG or Equivalent	Nos	1
19	Electrical Cable	Armoured 1.5 sq mm Electrical Cable	Polycab/ Globster or Equivalent	Mtr	250
20	Electrical Cable Laying	Underground Laying of Armoured cable through HDPE Pipe	ISI	Mtr	250
21	Underground soft & hard soil	Underground soft & hard soil digging & HDPE Pipe laying		NA	As per Requirement
22	Installation & Commissioning of CCTV cameras + Laying of OFC & CAT6 STP cables thru HDPE & PVC Pipes		ISI	Mtr	1800

BIDDER'S INFORMATION

(T	o be subi	bmitted as part of Technical bid on Company Letter-head, along with support	ting documents, if any)
Bidd	er's Nam	me and Complete Address :	
1.	Bidde	der/ Contractor particulars:	
	(i)	Name of the Company:	
	(ii)		
	(iii)		
	(iv)		cement of Contract)
	(v)		,
	(vi)		
	` ,	i) Pin code/ ZIP code:	
	, ,	ii) Telephone nos. (with country/ area codes):	
) Mobile Nos.: (with country/ area codes):	
		Contact persons/ Designation:	
	٠,	Email IDs:	
2.	Taxa	ation Registrations:	
	a)	PAN number:	
	b)		. Casual Taxable Person
	~,	SEZ, etc.):	,
	c)	GSTIN number in Contractor and Service Site St	ates
	d)	Registered/ Certified Offices from where the Services would be supported	
	u)	for GST Purpose:	
	e)	Contact Names, Nos. & email IDs for GST matters (Please mention primary	and secondary contacts)
Doci	ıments to	to be submitted: Self-attested Copies of PAN card and GSTIN Registration.	
3.	<u>Certi</u>	<u>cificate to be Submitted by Bidder</u> . A certificate to be submitted by the bi	dder on the Letter Head
of th		n/Company as under:-	
	"This	is is to certify that is my official mobile number and	is my
	offici	cial e-mail id. Any communication done by the buyer on these above said	d mobile number /e-
	mail	l through buyer official mobile/e-mail will be treated as an official com	munication. Buyer
	reser	erves the rights to produce these communications during legal proceedi	ings as a form of legal
	comn	munication from buyer".	
(Sign	nature wi	vith date)	
-		designation)	
-		ized to sign bid for and on behalf of	
INan	ne & addi	dress of Bidder and seal of companyl	

TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Technical bid on Company Letter-head)

Bidde	r's Name and Complete	Address			
Tende	er Document No		;	Tender Title:	
	to Bidders: Fill up this Fo ering and structure. Add				cument, maintaining the same this regard.
Sl.	Ref of Tender Document Section, Clause		Subject	Confirmation/	Justification/
No.		Clause/ Sub- Clause/Sub Para		Deviation/ Exception/ reservation	Reason
the T condi	ender Document, exceptions shall not be recogr	t those mentioned	l above. If men		tion all terms and conditions on our bid, contrary terms an
	ature with date)				
(Nam Duly a	e and designation) authorized to sign bid fo	r and on behalf of			
[name	e & address of Bidder and any, at the option of the]		

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The Director
Indian Institute of Management Calcutta
Diamond Harbour Road, Joka
Kolkata – 700104, West Bengal
Whereas
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
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*(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 Dtotherwise, 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/

NO CLAIM CERTIFICATE

(On company Letter-head)

Contractor's Name and Complete Address	
[Address and Contact Details]	
Contractor's Reference No.	Date
То	
The Director	
Indian Institute of Management Calcutta	
DH Road, Joka, Kolkata – 700104	
<u>N</u> e	o Claim Certificate
Sub: Contract Agreement no dat	redfor the supply of
We have received the sum of Rs. (Rupeesur	only) as final settlement due to us for
the supply ofui	ider the above mentioned contract agreement.
	o us with this payment and have no outstanding dispute of any sworked out as payable to us and received by us.
whatsoever, of any description, on any account	eservation whatsoever, certify that we shall have no further claim nt, against the Procuring Entity, under contract above. We shall ons of the contract agreement regarding its performance.
Yours faithfully,	
Signatures of contractor or	
officer authorised to sign the contract document	ts.
on behalf of the contractor	
(compar	ıy Seal)
Date:	
Place:	

TECHNICAL SPECIFICATION OF GOODS AND VENDOR ELIGIBILITY CRITERIA

Sl. No	Item	Item Description	Make
1	IP IR Outdoor Bullet Camera	IP Bullet Camera/5.0 MP/ Fixed Lens/ 30 Mtr IR Range/ Starlight/ WDR/IP67	Dahua or Equivalent
2	Network Video Recorder Rack Mounted	16 PORT NVR With 2 * 6 TB HDD	Dahua or Equivalent
3	Video HDD	6 TB Surveillance HDD	WD or Equivalent
4	Network Switch	8 Port Unmanaged 10/100/1000 Switch	Digisol or Equivalent
5	SM Media Converter	SM Media Converter	-do-
6	STP Cable	STP CAT6 Cable	-do-
7	OFC Cable	Armoured SM OFC Cable	-do-
8	OFC Patch cord	SC-SM-LC Patch cord 1 mtr	-do-
9	CAT6 UTP Patch cord	Cat6 UTP Patch cord mtr	-do-
10	CAT6 Connector	RJ 45 Connectors	-do-
11	STP Connector	CAT6 STP Connector	-do-
12	PVC Box	Pole Mount waterproof PVC Box	Sintex or Equivalent
13	OFC Junction Box	OFC Junction Box	ISI
14	Accessories	Accessories(Cables + Cable tie + clamps + L angle)	ISI
15	HDPE Pipe	25 mm HDPE Pipe	ISI
16	Camera POE Injector	PoE Injector for Indoor Camera	Digisol or Equivalent
17	Pole	10 feet GI Tubular Pole(6") with concrete base, Painting, proper earthing with fixing	ISI
18	Display	55" Commercial TV	LG or Equivalent
19	Electrical Cable	Armoured 1.5 sq mm Electrical Cable	Polycab/ Globster or Equivalent
20	Electrical Cable Laying	Underground Laying of Armoured cable through HDPE Pipe	ISI
21	Underground soft & hard soil digging & HDPE Pipe laying		ISI
22	Installation & Commissioning of CCTV cameras + Laying of OFC & CAT6 STP cables thru HDPE & PVC Pipes		ISI

SPECIFICATION OF GOODS AND VENDOR ELIGIBILITY CRITERIA

Sl. No.	Description	Remarks
(a)	Should have valid Permanent Account Number of Income Tax in the name of the Company or in the name of Proprietor.	Relevant Valid current document needs to be submitted
(b)	Should have valid GST Registration Certificate	Relevant Valid document needs to be submitted
(c)	Relevant document for availability of Registered Office/Branch Office/ Authorised Agent at Kolkata area	Relevant Valid current document needs to be submitted
(d)	The bidder must have experience of supplying and Installation of CCTV Cameras in any of the IIMs/IITs/NITs/PSUs/Govt. Organizations/Reputed Private Organizations within last 05 (years) financial years ending 31.3.2021. Enclose the copy of at least 03 (three) purchase order or completion certificate.	Relevant Valid current document needs to be submitted
(e)	The Average Annual Financial Turnover of at least 50% of the bid value of the work in the last three consecutive years ending 31.03.2021 duly certified by a Chartered Accountant and in case of OEM, it shall be 400% of the bid value	Relevant Valid current document needs to be submitted
(f)	IT Return of last 3 (three) consecutive financial years ending 31.03.2021	Relevant Valid document needs to be submitted
(g)	Bidder Should be a profit making company. Bidder should be in profitable state financially, for the last three financial years ending 31.03.2021. Copies of balance sheet/certificate from Chartered Accountant are to be submitted in support thereof	Relevant Valid current document needs to be submitted
(h)	The firm should have not been blacklisted by any Central/State/Autonomous Bodies or Institute/Public Sector Undertaking	Self-declaration is required in the letter head of firm