



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

**Diamond Harbour Road, Joka,
Kolkata - 700104**

TENDER DOCUMENT

TENDER REFERENCE NO
IIMC/CC/LAN-Accessories/23-24/02
DATE: April 26, 2023

FOR

**Tender for Laying LAN Cables and installing other accessories
and Dressing Switch Racks in Various Places in IIMC Campus**

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

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REQUEST FOR PROPOSAL (RFP) FOR Laying LAN Cables and installing other accessories and Dressing Switch Racks in Various Places in IIMC Campus

Sir/Madam,

1. On behalf of the Director, Indian Institute of Management Kolkata, ONLINE bids are invited from bidders for *Tender for Laying LAN Cables and installing other accessories and Dressing Switch Racks in Various Places in IIMC Campus*.
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 of the tender documents till the deadline for the 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 (Computer Centre) of the IIMC, Kolkata*.
3. This RFP is to be submitted for Technical Bid duly 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) **Bids/queries to be addressed to.** Senior Administrative Officer (Computer Centre), Indian Institute of Management Calcutta.
 - (b) **Name/designation of the contact personnel.** Senior Administrative Officer Computer Centre, Indian Institute of Management Calcutta
 - (c) **Telephone numbers of the contact personnel.** +91-33-7121 1000
 - (d) **E-mail id.** cc.tendermgmt@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) **Part II** – 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) **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' – No Claim Certificate.
- (e) Appendix 'E' – Technical Specification of Goods and Vendor Eligibility Criteria.
- (f) Appendix 'F' – Price Bid Format

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.

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

Yours faithfully,
Sd/-x-x-x-x-x-x-x
Senior Administrative Officer, Computer Centre

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.** **May 16, 2023 at 1600 hours.**
2. **Manner of Depositing the Bids.**
 - (a) Bids must be uploaded in CPP Portal till the deadline for submission mentioned in Tender Document.
 - (b) 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** **May 17, 2023 at 16:30 hours.**
 - (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. **Bidding System.** Single stage two envelope 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.
5. **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. 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.
6. **Rejection of Bids.**
 - (a) Conditional bids will be rejected.
 - (b) Prices quoted unreasonably HIGH or LOW prevailing market rates may be considered for rejection at the discretion of BUYER.
7. **Validity of Bids.** The Bids should remain valid till 75 days from the last date of submission of the Bids.
8. **Earnest Money Deposit/ Bid Security.** Bidders are required to submit Earnest Money Deposit (EMD) in favour of the "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" for an amount of **Rs. 15,000/-** along with their bids through NEFT or RTGS Bank Transfer or Direct Credit in favor of Indian Institute of Management Calcutta. 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 kept till the work is completed, without any interest what so ever. 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. The bidders who have NSIC or a MSME have to provide the above amount, if they became L1 bidder, as the Performance Security Deposit.

9. 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.

10. 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.

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

Bidder's may submit EMD through NEFT or RTGS or Bank Transferor Direct Credit at the following account before 16-05-2023 at 1500 hrs.

Name of beneficiary: Indian Institute of Management Calcutta

Address: IIM Joka Branch, D. H. Road, Kolkata – 700 104.

Account No.: 10120246705

Name of the Bank: State Bank of India Branch

Address: IIM Calcutta

IFSC Code: SBIN0006210

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	Document to be Uploaded	Reference Page no.
1	Bidder should not be Debarred by any PSU OR Govt. organization/Institution	Supporting document or self-declaration in Letter Head	
2	Must be registered under Goods & Service Tax Act.	Self-Attested GST Registration Certificate to be furnished	
3	Bidder's Average Annual Turnover in the last three Financial years (2018-19, 2019-20, 2020-21) or (2019-20, 2020-21 & 2021-22) has to be at least INR 10 Lakh.	Audited Balance sheet. All three balance sheet should have to submit.	
4	Other documents required	Please upload scanned copies of: 1. PAN, 2. Contact Details, 3. BOQ, 4. Escalation Matrix	
5	Bidder should be a Registered company in India under the Companies Act, 1956 or equivalent.	Photocopy of certificate of registration to be submitted.	
6	Bidder should be an established Information Technology company and in operation for at least 3 years in India as on 31.03.2022	Relevant documents to be produced	
7	Bidder should submit MAF of the OEM/s (for LAN Cables, I/O and Patch Panel) whose equipment are required to be supplied.	Relevant documents to be produced	

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

- (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) Before installation 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 and standard as defined below (**as mentioned in BOQ**). For the material used / supplied the same will be checked and approved by the Computer Centre. 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) 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.
- (f) 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.
- (g) 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.
- (h) Any defect found in the work carried out by the successful bidder will have to be **rectified free-of-cost** by the Successful Bidder.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) Each page of the quotation is to be signed by the tenderer and duly stamped.
- (n) 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.
- (o) 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.
- (p) The **quoted rate will remain valid for a period of 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.
- (q) 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.

(r) 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.**

(s) 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. **Bidders Information.** 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. **Time Schedule of Delivery & Installation:**

1. **Delivery of the Equipment:** Deliveries of the equipment and accessories are to be made within 2 (two) weeks from the date of handing over the purchase order (online or offline). Items are required to be delivered at Indian Institute of Management Calcutta, in full quantity, as requested together with challan in duplicate and bill is to be submitted in triplicate duly affixed of revenue stamp. 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.

2. **Installation:** The work shall be completed strictly within 6 (Six) weeks from the date of receipt of the purchase order. A joint program of execution of the work will be prepared after the award of work. The vendor shall scrupulously adhere to these targets and program and deploy adequate personnel, requisite equipment etc. at site.

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. Bidder 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.
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 Bidder 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 Bidder 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 Bidder or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Bidder*) 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 Bidder 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/Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
7. **Liquidated Damages.** In the event of the Bidder 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 Bidder 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 successful bidder 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 successful bidder fails to supply the desired standard of item/items even after three written reminders.

(g) If the successful bidder fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.

(h) The successful bidder uses illegal means to influence or bribe the staff dealing with the Bidder.

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 Bidder 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 Bidder. 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. Bidder 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 Earnest money deposit will be kept for successful bidder as a Performance Guarantee.
3. **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional 25% (TWENTY-FIVE 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. **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 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) Payment will be made after successful installation & commissioning and satisfactory services rendered. Satisfactory services will be certified by the competent personnel of IIMC.
 - (c) Upon receipt of the items and producing of all supported documents by the Bidder, payment will be made by the IIMC.
 - (d) It is mandatory to the SUPPLIER/vendor to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/NEFT mechanism instead of payment through cheque by IIMC.
 - (e) Ink signed copy of Service provider's invoice.
 - (f) Ink signed copy of Commercial invoice/Service provider's invoice.
 - (g) 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 'D'** of this RFP.

7. **Advance Payment.** 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 Bidder, 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 FIFTEEN (15) 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 FIFTEEN (15) 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 'E'** to this RFP.
13. **Transportation.** The successful bidder 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 'E'** to this RFP. The item should be conforming to the current production standard and having 100% defined life at the time of delivery.
15. **Inspection Authority.** 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 Bidder.
 - (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 Bidder.
 - (d) The Bidder is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within SEVEN (07) working days.
 - (e) The Bidder 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 Bidder's own arrangement.
 - (f) The quality claims will be raised solely by the BUYER and without any certification/ countersignature by the Bidder'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 Bidder, 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 **TWELVE (12) Months** after their delivery or **THIRTEEN (13) 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 Bidder 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 Formats

1. **Evaluation Criteria.** Only those bids which would successfully qualify 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) document. Mentioned in Appendix-F.

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.**

Appendix 'A'

[Refer to Part-II, Para 1, Para 3(s) and Part-V Para 1(b)]

SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK

Details of LAN cables and other items as per below table: -

SL. No.	Description	MAKE	Qty	Uom
1	Cat-6 Cable	Molex/commscope/Belden	4575	Mtr
2	24 Port Cat-6 Jack Panel	Molex/commscope/Belden	3	Nos
3	Cat6 I/O with Face Plate & Back Box	Molex/commscope/Belden	60	Nos
4	Flexible Pipe	Pecision/Anchor/Presto Plast	1	Bundle
5	Aluminium Channel (3-4 inch width x 4 Mtr. apprx)	Pecision/Anchor/Presto Plast	3	Nos
6	PVC Pipe & casing with all accessories	Pecision/Anchor/Presto Plast	1	Lot
7	Service Charge	na	1	LS

Above materials are to be supplied.

Scope of Work: -

- A. Above materials to be installed at specified places of IIM Calcutta in consultation with the officials of Computer Centre.
- B. Supply, installation and integration of above devices and accessories. The vendor has to ensure that the integration of the above devices be carried out carefully with the existing devices without any technical glitch.
- C. To be handled carefully and maintained the aesthetic look of the places where the work will be carried out.
- D. Laying of LAN cables should be done through casing in indoor places and through PVC pipes in outdoor.
- E. Installation of Jack Panel in desired switch racks. Tagging of the same end to end (user end to jack panel end). Dressing of the same switch racks.
- F. Installation of I/O boxes in hostels and offices as required.
- G. Dismantling of existing old LAN cabling after installation of the new LAN cables in the same places.

1. Services: - Any rectification works related to the above mentioned equipment, are required to be performed as and when needed. The bidder needs to include the tentative charges for the same in their quoted price. The required work will be intimated to the successful bidder time to time whenever required

2. Support services: - The successful bidder for this tender has to attend any issues on the same. The call must be resolved within next working day after the same is logged with the vendor. Also opening any service ticket with OEM also required to be done as and when needed.

Installation:

1. Vendor shall observe all the codes specified in respective specification, all the legal procedures, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra cost arising from violation of the same.
2. Vendor shall have at all times during the performance of the work, a competent supervisor on the premises. Any instruction given to such supervisor shall be construed as having been given to the vendor.

3. IIMC reserves the right to inspect all phases of the vendor's operations to ensure conformity to the specifications. IIMC shall have engineers, inspectors or others duly authorized made known to the vendor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of IIMC does not relieve the vendor of the responsibility for quality control in all phases of the work.

4. Vendor shall be solely responsible for making available all requisite installation equipment, special aids, tools, tackles and testing equipment, appliances etc. for executing the work.

Appendix 'B'

(Refer to Part-II, Para 4)

BIDDER'S INFORMATION

(To be submitted as part of Technical bid on Company Letter-head, along with supporting documents, if any)

Bidder's Name and Complete Address : _____

1. Bidder/ Bidder particulars:

- (i) Name of the Company:.....
- (ii) Corporate Identity No. (CIN):
- (iii) Registration, if any, with The Procuring Entity:
- (iv) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (v) Place of Registration/ Principal place of business"
- (vi) Complete Postal Address:
- (vii) Pin code/ ZIP code:
- (viii) Telephone nos. (with country/ area codes):
- (ix) Mobile Nos.: (with country/ area codes):
- (x) Contact persons/ Designation:
- (xi) Email IDs:

2. Taxation Registrations:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number: in Bidder and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

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

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

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]

Appendix 'C'

(Refer to Part-IV, Para 1)

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.

Appendix 'D'

[Refer to Part-IV, Para 6(j)]

NO CLAIM CERTIFICATE

(On company Letter-head)

Bidder's Name and Complete Address _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To
The Director
Indian Institute of Management Calcutta
DH Road, Joka, Kolkata - 700104

No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees _____ only) as final settlement due to us for the supply of _____ under the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of the bidder or
officer authorised to sign the contract documents.
on behalf of the Bidder

(company Seal)

Date:

Place:

Appendix 'E'

(Refer to Part-IV, Para 12 and Para 15)

TECHNICAL SPECIFICATION OF GOODS AND VENDOR ELIGIBILITY CRITERIA**Technical Spec. Supply of Materials**

Details of LAN cables and other items as per below table: -

SL. No.	Description	MAKE	Qty	Uom
1	Cat-6 Cable	Molex/commscope/Belden	4575	Mtr
2	24 Port Cat-6 Jack Panel	Molex/commscope/Belden	3	Nos
3	Cat6 I/O with Face Plate & Back Box	Molex/commscope/Belden	60	Nos
4	Flexible Pipe	Pecision/Anchor/Prest o Plast	1	Bundle
5	Aluminium Channel (3-4 inch width x 4 Mtr. apprx)	Pecision/Anchor/Prest o Plast	3	Nos
6	PVC Pipe & casing with all accessories	Pecision/Anchor/Prest o Plast	1	Lot
7	Service Charge	na	1	LS

VENDOR ELIGIBILITY CRITERIA

Sl. No.	Description	Document to be Uploaded	Reference Page no.
1	Bidder should not be Blacklisted in any PSU OR Govt. organization/Institution	Supporting document or self-declaration in Letter Head	
2	Must be registered under Goods & Service Tax Act.	Self-Attested GST Registration Certificate to be furnished	
3	Bidder's Average Annual Turnover in the last three Financial years (2018-19, 2019-20, 2020-21) or (2019-20, 2020-21 & 2021-22) has to be at least INR 10 Lakh.	Audited Balance sheet. All three balance sheet should have to submit.	
4	Other documents required	Please upload scanned copies of: 1. PAN, 2. Contact Details, 3. BOQ, 4. Escalation Matrix 5. Bid security Declaration	
5	Bidder should be a Registered company in India under the Companies Act, 1956 or equivalent.	Photocopy of certificate of registration to be submitted.	
6	Bidder should be an established Information Technology company and in operation for at least 3 years in India as on 31.03.2022	Relevant documents to be produced	
7	Bidder should submit MAF of the OEM/s (for LAN Cables, I/O and Patch Panel) whose equipment are required to be supplied.	Relevant documents to be produced	

Appendix 'F'
Price Bid Format

Sl no.	Item Description	Qty.	Unit	Unit Price (INR)	Taxes/ duties	Total Price (INR)
1	Cat-6 Cable, Make-Molex/Systimax/Belden	4575	Mtr.			
2	24 Port Cat-6 Jack Panel, Make-Molex/Systimax/Belden	3	Nos.			
3	Cat6I/O with Face Plate & Back Box, Make-Molex/Systimax/Belden	60	Nos.			
4	Flexible Pipe (Make-Pecision/Anchor/Presto Plast)(3-4 inch width x 4 Mtr. apprx)	1	Bundle			
5	Aluminium Channel (Make-Pecision/Anchor/Presto Plast)	3	Nos.			
6	PVC Pipe & casing with all accessories (Make-Pecision/Anchor/Presto Plast)	1	Lot			
7	Service Charge	1	Lot			

