



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

भारतीय प्रबंध संस्थान कलकत्ता
डायमंड हार्बर रोड, कोलकाता

TENDER DOCUMENT

FOR

**SELECTION OF VENDOR FOR PROVIDING JOB/ SERVICES CONTRACT TO
RENDER HOUSE-KEEPING OF ACADEMIC BUILDINGS WITHIN IIMC CAMPUS,
JOKA**

**TENDER REFERENCE NO: *IIMC/HOUSE-KEEPING/III/23-25*
DATED: 12 DECEMBER 2023**

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023
SELECTION OF VENDOR(S) TO ENTER INTO "RATE CONTRACT (RC)" FOR PROCURMENT OF FORMAL
COLLARED T-SHIRTS OF REPUTED BRANDS FOR A PERIOD OF TWO (2) YEARS FOR INDIAN INSTITUTE OF
MANAGEMENT CALCUTTA

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"/"BUYER"/ "PROCURING ENTITY"), ONLINE bids are invited from eligible BIDDERS (herein after referred as "BIDDER"/ "VENDOR"/ "SELLER"/ "AGENCY"/ "COMPANY") for "**SELECTION OF VENDOR FOR PROVIDING JOB/ SERVICES CONTRACT TO RENDER HOUSE-KEEPING OF ACADEMIC BUILDINGS WITHIN IIMC CAMPUS, JOKA.**" for Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal – 700 104.

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

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

Senior Administrative Officer (Purchase)

Indian Institute of Management Calcutta

Diamond Harbour Road, Joka, Kolkata – 700104

Contact Nos : +91-33-7121 1000 Extn 1070/1061/1063 AND

+91-33-7121 1070, +91-33-7121 1061 and +91-33-7121 1063 (Direct)

E-Mail ID : sao_purchase@iimcal.ac.in

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

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

5. This RFP contains the following FORMS:-

- (a) FORM – 1 : Bidders Information.
- (b) FORM – 2 : Terms and Conditions Compliance Certificate.
- (c) FORM – 3 : Bank Guarantee Format.
- (d) FORM – 4 : Format for Bid Security Declaration.
- (e) FORM – 5 : Performance Statement.
- (f) FORM – 6 : Price Bid Format.
- (g) FORM – 7 : Format of Integrity Pact.
- (h) Miscellaneous : Check List for Documents to be Uploaded/ Submitted.

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

7. **Other than the terms and conditions mentioned in this RFP (Tender Document), the Rules and Provisions of "General Financial Regulations 2017" and "Manual for Procurement of Goods Updated in June 2022 (amended from time to time)" will be in vogue in case of any disputes during the period of contract.**

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

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

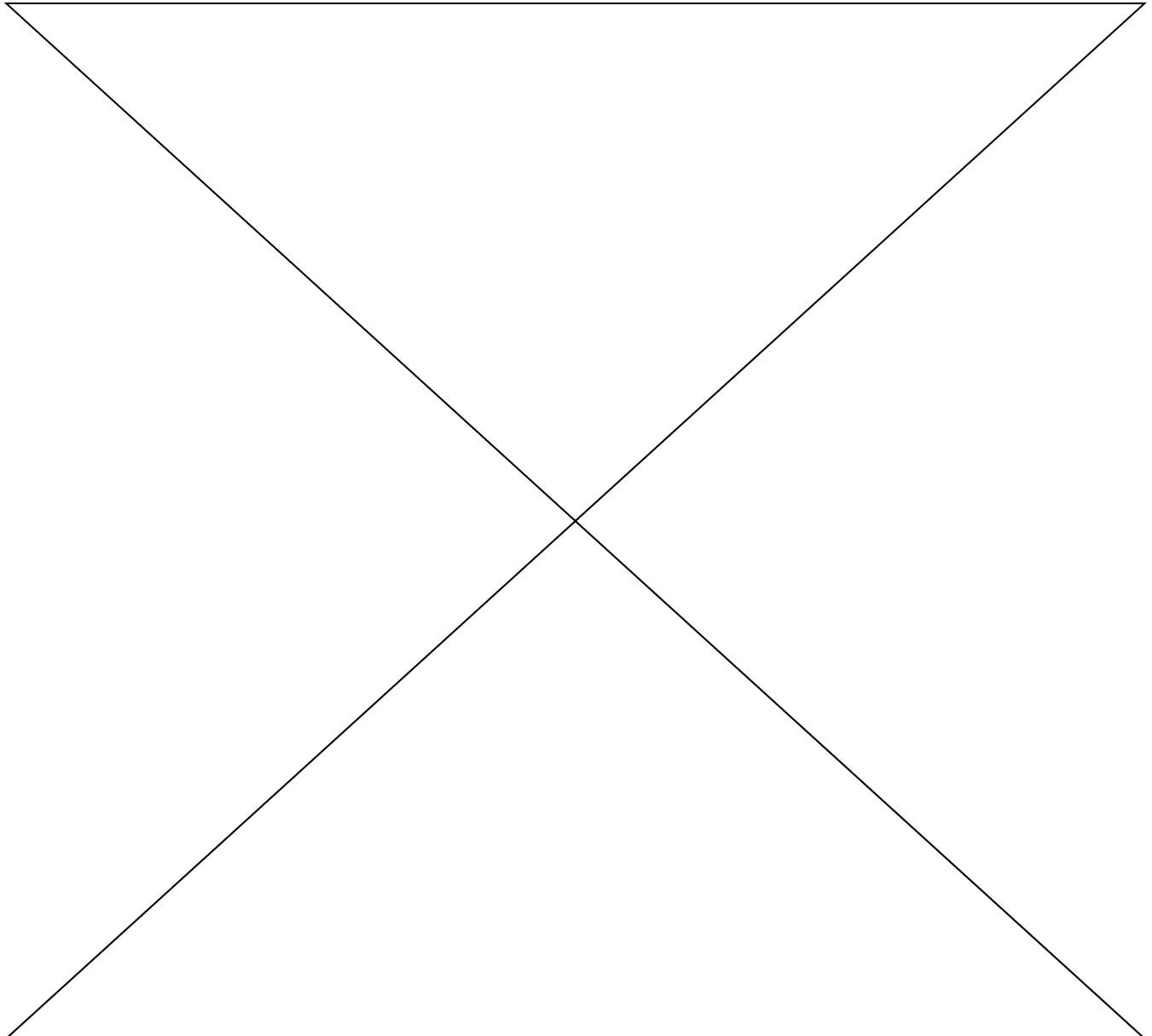
Yours Sincerely,
Sd/-x-x-x-x-x-x-x
(Zulfquar Hasan)
Senior Administrative Officer (Purchase)

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

Date: 2023

Signature of Bidder

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



INSTRUCTIONS TO BIDDERS (ITB)

1. **The Tender Document.** The “Request for Tender” (hereinafter referred to as ‘RFP’) details the terms and conditions for entering into a contract for “**SELECTION OF VENDOR FOR PROVIDING JOB/ SERVICES CONTRACT TO RENDER HOUSE-KEEPING OF ACADEMIC BUILDINGS WITHIN IIMC CAMPUS, JOKA**” (herein after referred as “Services”) as detailed in succeeding Sections. BIDDERS must go through the Tender Document for further details.

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

(a) **Bids are to be addressed.** Bids are to be addressed to The Director, IIMC through the SAO (Purchase) of IIMC. The Tender Inviting Authority is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and paying authority who shall discharge designated function during contract execution.

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

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

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

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

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

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

(d) **Disclaimers.** The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in the Tender Process. The Tender Document, ensuing communications, and contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity’s document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers) ***except GFR-2017 and Manual for Procurement of Goods (Updated June 2022) (issued by Govt of India, Ministry of Finance, Department of Expenditure)***, notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

dispute resolution or grievance redressal proceedings. The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. **Conflict of Interest.** Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive.

4. **Bidding System.** Single Stage Two Envelope System of Bidding has been adopted in which BIDDER should bifurcate their quotations in two envelopes. The first envelope called the Technical Bid, contains the eligibility, technically quality and performance aspects, commercial terms and conditions and documents sought in this RFP except the price and relevant financial details. In the second envelope, called the Financial Bid, the price quotation along with other financial details is submitted. Technical Bid will be opened as per the time and date mentioned in the NIT. Financial Bid will be opened after opening and evaluation of Technical Bid. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the BUYER.

5. **Availability of the Tender Document.** The Tender Document will be published on the Central Public Procurement Portal (CPPP) (www.eprocure.gov.in). 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. **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*. For any technical related queries please call at 24x7 Help Desk Number 0120-4001 002/ 005 and 0120-6277 787 or support-eproc@nic.in.

6. **Downloading the Tender Document; Corrigenda and Clarifications.** The Tender Document can be downloaded from CPP Portal till the date and time mentioned in NIT. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended. Before the deadline for submitting bids, IIMC may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

7. **Documents Comprising the Bid.**

(a) **Technical Bid/ Cover.** "Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so, stipulated in NIT and Tender Documents, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *No price details should be given or hinted at in the Technical bid (if so, NEITHER IIMC will be responsible for any leakage of Financial Bid Information NOR any representation at later stage will be entertained).* The following documents will be the part of Technical Bid Cover:-

- (i) Bidder's Information as per **FORM 1.**
- (ii) Terms and Conditions Compliance as per **FORM 2.**
- (iii) Documents relating to Bid Security: Scan copy of Earnest Money Deposit or a Bid Securing Declaration (BSD) as per **FORM 4** in lieu of bid security in the format provided therein shall be uploaded.
- (iv) Performance Statement as per **FORM 5.**
- (v) Integrity Pact as per **FORM 7.**

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

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

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

(b) Bill of Quantities (BOQ) with rates duly filled in is to be submitted in the format provided online in the name of "Price Bid".

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

(d) Original Bid Security/ EMD/ Bid Security Declaration Certificate (as applicable) should be deposited in the Tender Box located in IIMC. Bidder can also send the Bid Security/ EMD/ Bid Security Declaration Certificate (as applicable) through Postal Service addressed to the Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata - 700104, West Bengal. However, BIDDER should ensure that the same shall reach to the office of Procuring Entity on or before "Last Date and Time of Submission of Bids". Procuring Entity should not be responsible for any delay/ loss in transit due to any reason and NO representation in this regard will be entertained by Procuring Entity at later stage. Hence, it is the sole responsibility of BIDDER to submit the same as per date and timeline.

(e) Bidders are advised to upload only the relevant document which is/are asked for in this RFP. Uploading of irrelevant/ unnecessary documents may lead to the rejection of Bid.

9. **Signing and Uploading of Bids.**

(a) **Relationship between Bidder and e-Procurement Portal.** The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Bidders may withdraw his/ her/ their bids till the end to “Bid Submission End Date and Time” with written consent/ prior intimation of the Procuring Entity.

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

11. **Rejection of Bids.**

(a) Conditional bids will be rejected.

(b) Prices quoted unreasonably HIGH or LOW from LPP (Last Purchase Price)/prevailing market rates may be considered for rejection at the discretion of BUYER.

(c) Bids without Earnest Money Deposit/ Bid Security OR Bid Security Declaration (as per applicability as per Para 14 below) will be rejected.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

12. **Location of the Tender Box.** Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104.
13. **Validity of Bids.** The Bids should remain valid till **SEVENTY FIVE (75) DAYS** from the last date of submission of the Bids.
14. **Earnest Money Deposit (EMD)/ Bid Security.**
- (a) Bidders are required to submit EMD in favour of the “INDIAN INSTITUTE OF MANAGEMENT CALCUTTA” payable at KOLKATA for an amount of **Rs 3, 31,300/- (RUPEES THREE LAKH THIRTY ONE THOUSAND THREE 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.
- (b) EMD is to remain valid for a period of SIXTY (60) DAYS beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them after expiry of the FINAL BID VALIDITY PERIOD and LATEST BY THE THIRTIETH (30TH) DAY after the award of contract in its original form without any interest. EMD of successful bidder will be returned after deposition of Performance Bank Guarantee without any interest.
- (c) EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME). However, the Bidders who are registered with NSIC and MSME, need to furnish BID SECURITY DECLARATION CERTIFICATE (attached as **FORM 4** to this RFP).
15. **Performance Bank Guarantee.**
- (a) To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after award of the contract in favour of “INDIAN INSTITUTE OF MANAGEMENT CALCUTTA” payable at KOLKATA, in the form of Insurance Surety Bond, 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.
- (b) PBG will be for an amount of **EIGHT PERCENT (8%)** of the value of the contract as specified in the bid document and it will be refunded without interest after successful completion of the contract and no liabilities from the Service Provider or its employees. In case of any complaint, the PBG shall be discharged only after adjusting all dues, liabilities. PBG should be remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any).
- (c) In case of any change of constitution of the Service Provider, the rights of *IIM Calcutta* should not suffer. It should be clearly understood that the difference between the Performance Security deposit and the EMD will be deposited by the Service Provider/Bidder. Proforma of Performance Bank Guarantee is enclosed at **FORM 3** to this RFP.
16. **Pre Bid Meeting/ Conference.** Pre-Bid Conference/ Meeting will be held on **21 December 2023 at 1500 hrs** as stipulated in NIT, prospective bidders interested in participating in this tender must attend the Pre Bid Meeting/ Conference to clarify terms and conditions of the tenders at the venue, date and time specified therein. Participation in the Pre Bid Meeting/ Conference is restricted to prospective bidders who have downloaded the Tender Document or intended to participate in bidding. 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. After the Pre Bid Meeting/Conference, Minutes of the Pre Bid Conference/necessary Corrigendum (if any) shall be published on the CPP Portal within **SEVEN (07) WORKING DAYS** from the Pre Bid Meeting/ Conference. If required, a clarification letter

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

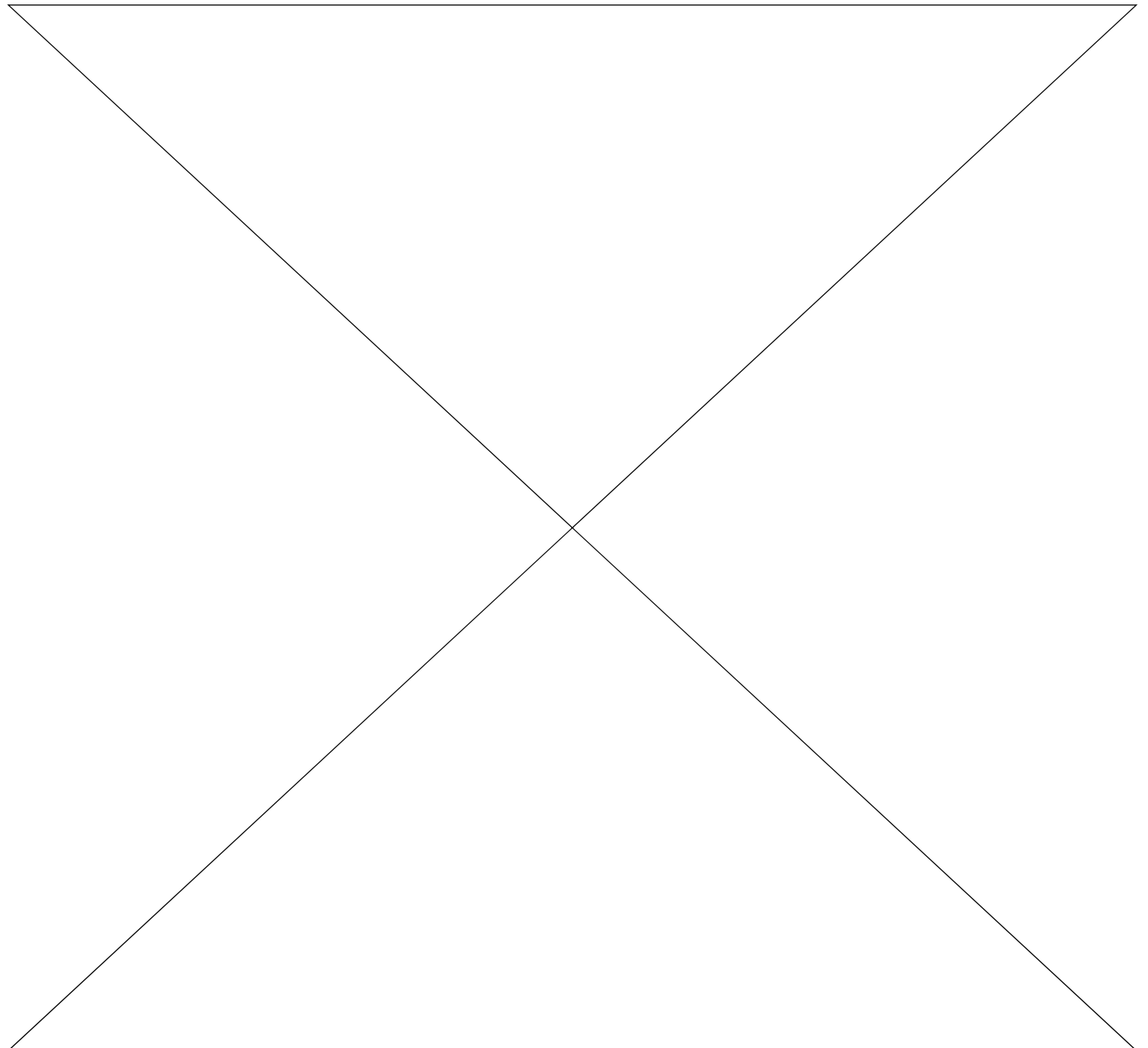
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

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.

17. **Placing of Demand/ Purchase/ Work Order.** Requirement of IIMC could be served through any means of communication available as on date. It could be placed through e-mail and SMS from the appropriate authority of IIMC.

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

Ser No	Events	Date	Time
(a)	Published on CPP Portal	12 December 2023	1100 Hrs
(b)	Bid Submission Start	12 December 2023	1100 Hrs
(c)	Pre Bid Meeting	21 December 2023	1500 Hrs
(d)	Bid Submission End	02 January 2024	1100 Hrs
(e)	Technical Bid Opening	03 January 2024	1100 Hrs
(f)	Financial Bid Opening	After opening of Technical Bid	



GENERAL CONDITIONS OF CONTRACT

1. **The Contract.**

(a) **Language of Contract.** The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

(b) **The Entire Agreement.** This Contract and its documents constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

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

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

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

(i) Valid and authorized Amendments issued to the contract in the form of Corrigendum.

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

(iii) The Letter of Award (LoA).

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

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

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

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

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

(ac) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

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

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

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

2. **Governing Laws and Jurisdiction.**

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

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

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

4. **Communications.**

(a) **Communications.**

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

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

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

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

(iv) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

(b) **The Person Signing the Communications.** For all purposes of the contract, including arbitration, there under all communications to the other party shall be signed by:-

(i) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies there under and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.

(ii) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

(c) **Address of The Parties for Sending Communications By The Other Party.** For all purposes of the contract, including arbitration, there under the address of parties to which the other party shall address all communications and notices shall be:-

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

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

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

5. **Contractor's Obligations and Restrictions on Its Rights.**

(a) **Changes in Constitution/ Financial Stakes/ Responsibilities of a Contract's Business.**

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:-

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

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

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

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

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

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

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

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

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

(d) **Assignment and Sub-Contracting.** The contractor shall not, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner

whatsoever. If the Contractor sublets or assigns this contract or any part thereof, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under.

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

(i) The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:-

(aa) Any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Procuring Entity.

(ab) The sale by the Procuring Entity in any country of the products produced by the Goods supplied by the contractor.

(ac) The installation of the Goods by the contractor or the use of the Goods at the Procuring Entity's Site.

(ad) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby, other than for the purpose indicated by or to be reasonably inferred from the contract in association or combination with any other equipment, plant, or materials not supplied by the contractor.

(ae) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

(af) If the contractor fails to notify the Procuring Entity within TWENTY-EIGHT (28) DAYS after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

(ag) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

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

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

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

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

7. **Obligations of the Contractor.**

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

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

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

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

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

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

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

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

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

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

8. **Performance Bond/ Security.**

(a) Within FOURTEEN (14) DAYS (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to SIXTY (60) DAYS (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations.

(b) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 3% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:-

(i) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned in therein (or FA&CAO of the Procuring Organisation, if not mentioned).

(ii) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in **FORM 3**.

(c) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to cancel the award and enforce Bid Securing Declaration OR forfeiting Bid Security Money/ EMD (as per applicability), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

(d) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion to terminate the Contract for such default besides availing any or all contractual remedies provided for breaches/ default.

(f) **Without Terminating the Contract:-**

(i) Recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC Clause.

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

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

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

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

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

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

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

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

9. **Permits, Approvals and Licenses.** Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

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

(a) The contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.

(b) The contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised Government Officer shall have power, mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.

(c) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.

(d) The Contractor or its agency is bound to allow examination of its books within SIXTY (60) DAYS from the date the notice is received by the contractor or its agencies calling for the production of documents under Sub-Clause above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

11. **Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents Loaned to Contractor.**

(a) Unless stipulated in the contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, and Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.

(b) The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.

(c) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workmen or agents.

(d) Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.

(e) The Contractor shall return all such assets in good order or repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity, whose decision shall be final and binding.

12. **Terms of Delivery and Delays.**

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

(b) **Time is the Essence of the Contract.** The time for and the date for delivering the Services stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

(c) **Destination Places.** The destination(s) where the Services are to be delivered shall be as stipulated in the contract.

(d) **Terms of Delivery.**

(i) The contractor shall either deliver free at the place/ places or otherwise as detailed in the contract, the quantities of the Services detailed therein, and the Services shall be delivered or despatched not later than the dates stipulated in the contract. The delivery shall not be complete unless the Services are inspected and accepted by the Procuring Entity as provided in the contract.

(e) **Progressing of Deliveries.** The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Officer as may be nominated by the Procuring Entity to ascertain the progress of the deliveries under the contract. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/ or supply of the Services in such form as may be required by the Procuring Entity. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Procuring Entity under the contract, nor shall operate as an estoppel against the Procuring Entity merely because he has not taken notice of/ or subjected to test any information contained in such report.

(f) **Delay in the Contractor's Performance.** If the contractor fails to deliver the services or any installment thereof or delays incidental Work/Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Procuring Entity may without prejudice to his other rights:-

- (i) Recover from the contractor liquidated damages as per clause, OR
- (ii) Treat the delay as a breach of contract as per clause and avail all the remedies therein.

(g) **Inordinate Delays.** Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

(h) **Extension of Delivery Period.** If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Services and performance of incidental Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

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

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

(ii) **Denial Clause.**

(aa) No increases in price on account of any statutory increase in or fresh imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Services, as are delivered after the said date; and Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.

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

15. **Liquidated Damages.**

(a) If the contractor fails to deliver any or all of the Services or fails to perform the incidental Works/ Services(e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the HALF PERCENT (½%) (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the TEN PERCENT (10%) (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the "Denial Clause" shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

(b) Any failure or delay by any sub-contractor, though their employment may have been sanctioned under clause above, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

16. **Force Majeure.**

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for NINETY (90) DAYS or more at any time, either party shall have the option to terminate the contract on expiry of NINETY (90) DAYS of commencement of such force majeure by giving FOURTEEN (14) DAY'S notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

(b) None of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

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

18. **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 Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the BIDDER/ SERVICE PROVIDER and recover from the BIDDER/ SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the BIDDER/ SERVICE PROVIDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ SERVICE PROVIDER towards any officer/employee of the 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.

19. **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.

20. **Termination of Contract.** The contract may be terminated by serving one month's notice, in case the Service Provider:-

- (a) Assigns or sub contracts any of the service(s).
- (b) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.
- (c) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
- (d) Any violation of instruction / agreement or suppression of fact.
- (e) Contractor being declared insolvent by competent court of law.
- (f) If Service Provider desires to exit the contract in normal circumstances, a three months' notice, in advance should be produced by the agency.
- (g) On termination of the contract, it shall be the responsibility of the Service Provider to remove his persons immediately. IIM Calcutta shall not indemnify any loss caused by the agency by such termination, whatsoever it may be. During the notice period of the termination of the contract in the situation contemplated above, the Service Provider shall keep on discharging his duties till the expiry of the notice period.
- (h) In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by IIM Calcutta.
- (i) At the end of contract period / termination of the contract, the agency shall hand over the charge to the new Service Provider (appointed by IIM Calcutta) without any hindrance. In case of non-compliance, the security deposit shall be forfeited.

- (j) The delivery of the service (s) is delayed for causes not attributable to Force Majeure for more than SEVEN (07) DAYS beyond stipulated time and due to causes of Force Majeure for more than FOURTEEN (14) DAYS after the schedule date of delivery.
- (k) The BIDDER/ SERVICE PROVIDER is declared bankrupt or becomes insolvent.
- (l) The BUYER has noticed that the Contactor has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (m) As per decision of the Arbitration Tribunal.
- (n) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders.
- (o) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (p) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.
- (q) If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement by issuing Termination Notice.

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

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

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

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

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

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

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

(iii) **Terminations for Default.**

(aa) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ab) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

(ac) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

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

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

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

(ab) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate(MIBID - Mumbai Interbank Bid Rate).

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

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

(ae) Prefer claims against insurances, if any.

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

(v) **Risk and Cost Procurement.** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within ONE (01) WEEK from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

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

22. **Fall Clause.** The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any Persons/ Organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

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

(a) IIM Calcutta requires job/Services like GARDENING, SWEEPING AND CLEANING OF METAL ROADS AND HARD CEMENTED AREAS, HARD/ SOFT SOIL AREAS BY MANUALLY and areas appurtenant thereto in the IIMC campus. Area and quantum of services required may vary from time to time and as per requirement. IIM Calcutta reserves the right to reduce or increase the services, if considered necessary. The man-power deployed by the agency to provide such services should work as per the working days and timings of the Institute.

(b) Any discrepancies or disputes arising out on account of non-adherence to statutory & Labour laws and resolution thereof shall be the responsibility of the Service Providers & IIM Calcutta will not be responsible for the same.

(c) The Service Provider shall not pay to the persons engaged by him less than the minimum wages as per Central Govt. notification and as applicable at IIM Calcutta.

(d) The Service Provider shall take all steps, necessary or otherwise, to comply with and ensure compliance by its Contractor / Manpower supplier with the various applicable laws / rules / regulations / notifications, including without limitation the provisions of the contract Labour (Regulation & Abolition Act) 1970, the Minimum Wages Act, 1948, the Workmen's Compensation Act, 1923 / Group Insurance Policy, the Employees State Insurance Act, 1948, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Bonus Act 1965, Payment of Gratuity Act 1972 and all other applicable laws and rules framed there under including obtaining any and all statutory approvals and licenses required from the Central / State Governments, Ministry of Labour in relation to the Manpower.

(e) IIM Calcutta will not be liable to pay any amount other than mentioned in the contract. Any payment under provision of the ESI Act 1948, Workman Compensation Act 1923, and Payment of Gratuity Act 1972, Employee's Provident Fund and Miscellaneous Provisions Act 1952 or any other statutory liability shall be made by the Service Provider and challan/receipt must be enclosed with the monthly bill.

(f) Bill should be submitted by the Service Provider / agency on monthly basis and payment will be made after due verification of the same and recommendation from concerned officer/ authority.

(g) Copies of payment of PF/ESI/Statutory dues should be furnished to the IIM Calcutta on a monthly basis along with a declaration stating that the PF contribution/ESI deduction pertaining to the personnel engaged in IIM Calcutta have been included in the respective challans.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

(h) Before submission of the bill, the Service Provider shall ensure that the payment of persons deployed by the agency have been made for the billed period. The agency must ensure the wages to deployed **personnel by 7th of each month through Bank** to the deployed personnel and proof of credited amount should be produced before the coming month bill.

(j) The deployed personnel by the Service Provider will always keep Identity Card with them for identification and verification while working.

(k) Identity cards to Service Provider's employees/ hands deployed to provide service in the campus under the Job Contract, as required under the law may be provided at his own cost. IIM Calcutta shall not pay any extra charges to the Service Provider against these items.

(l) A formal declaration has to be submitted by the Service Provider /agency that the personnel deployed by the agency are all employees of the Service Provider. IIM Calcutta shall not have any liability/responsibility to absorb the persons engaged by the Service Provider and/or to extend any type of recommendation etc. for obtaining any job in IIM Calcutta or elsewhere.

(m) The details of the persons deployed by the agency/ Service Provider with bio data, attested proof of identity, the latest photographs of all the persons shall be supplied to IIM Calcutta for record.

(n) **Any change of manpower deployed by the Service Provider / agency should be intimated in advance. IIM Calcutta shall have the right to replace or stop any job/services without assigning any reason whatsoever and the substitute shall have to be provided by the Service Provider immediately, if required.**

(o) Necessary license, permit, consent, sanction etc. as may be required or called for from / by local or any other authority for doing such job shall be obtained by the Service Provider. The Service Provider shall comply at its own cost with all applicable laws, rules and regulation in force from time to time whether of Central or State Govt. or local bodies as applicable to him or this contract without any liability and responsibility to IIM Calcutta, whatsoever it may be.

(p) The persons deployed by the Service Provider should not have any **negative Police Records/Criminal cases against them**. Service Provider will be required to produce antecedents of each hand deployed at IIM Calcutta duly verified by police. The character and antecedents of each personnel of the Service Provider will be verified by the Service Provider before their deployment after investigation by the Local Police & collecting proofs or identity like Driving License, Previous Work Experience, Proof of Residence and recent photograph and a certification to this effect submitted to the Institute. The Service Provider will also ensure that the personnel deployed are free from incurable contagious disease, and medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. The Service Provider should ensure that worker/ hands deployed are not drug addicts and does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.

(q) Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in *Kolkata* and only courts in *Kolkata* shall have jurisdiction to determine/decide the same.

(r) Names of the Proprietor, Directors, consultant and top executives (with address, phone number etc.) should be furnished with the tender.

(s) **The period of contract will be for TWO (02) YEARS** from the date of commencement of services/work which may be extended for a further period of **ONE (01) YEAR** subject to satisfactory performance and requirement of the Institute as per same Terms & Conditions.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

- (t) The agency must have proper mechanism for Intake, verification of candidate's character and antecedents, management and deployment /placement of the skilled manpower.
- (u) Work experience along with work /job orders of the Service Provider for providing manpower during the last five years is to be furnished.
- (v) The Service Provider will provide job/service of the specified standards only (in terms of qualifications and skill requirements) for each area/department of job/service as required by the Institute.
- (w) The persons deputed shall not be below the age of 18 years and above 60 years of age (or as applicable) and should be physically fit & healthy for performing assigned duties.
- (x) **Representative of Service Provider shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract.** While working at the premises of IIM Calcutta, they shall work under the directives and guidance of *IIM Calcutta*.
- (y) The person deployed by the Service Provider should be disciplined and will not participate in any activity prejudicial to the interest of IIM Calcutta. In case any of the person so deployed by the Service Provider does not come up to the mark in terms of general discipline or does not perform her / his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Service Provider on the order of the Institute, shall immediately withdraw such person(s) from the premises of the institute.
- (z) In case of personnel of the Service Provider implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for IIM Calcutta, it shall be the sole responsibility of the Service Provider to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to IIM Calcutta.
- (aa) In case IIM Calcutta is implicated in any law / suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Service Provider, all cost of defending such suit settlement of claims, penalty etc. shall be borne by the Service Provider or recovered from the due amounts payable to the agency and or from the security deposit held by IIM Calcutta.
- (ab) The decision of Competent Authority, IIM Calcutta in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the Service Provider.
- (ac) **The Competent Authority, *IIM Calcutta* shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and the decision of the Competent Authority shall be final and binding.**
- (ad) The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding.
- (ae) No accommodation will be provided by IIM Calcutta for the personnel deployed by the agency.
- (af) Any violation of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and de-barring of the Service Provider for future works.
- (ag) **Nodal person(s) should be positioned at IIM Calcutta Campus by the Service Provider for the Job Contract with whom the Concerned Dept.** of the Institute will take up all pertaining issues. His contact No. & other details should be shared by the Service Provider.

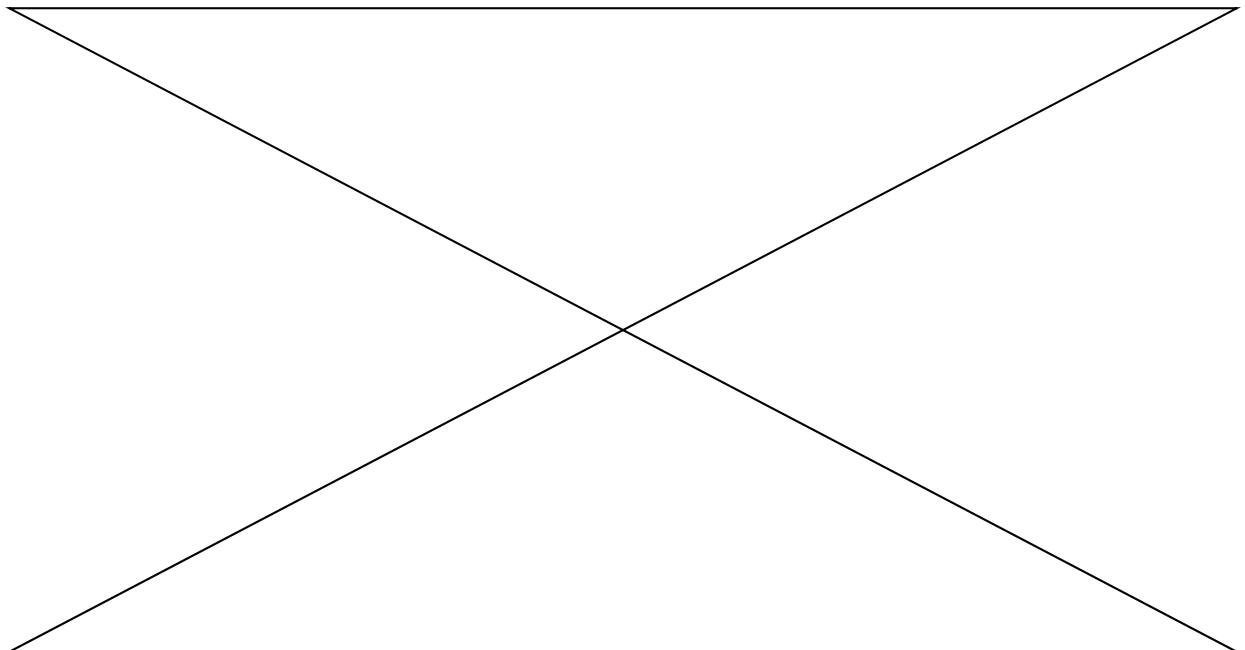
(ah) At no point of time, the personnel employed by the agency will do any type of gathering, protest, agitation, strike or take part in any procession against the IIMC or any officials of the IIMC or any decisions of IIMC. If any such act reported or seen, then the service provider will be duty bound to dismiss such employee with immediate effect and provide a suitable replacement as per the terms and conditions in vogue.

(aj) Service Provider will ensure that services as per the contract in vogue must not be hampered or the quality of the service must not be compromised at any point of time. Failing to the same, the relevant clauses of the contract will be invoked.

(ak) The personnel deployed by the service provider will not be associated or will not be a part of any Union or Political parties and bodies with reference to his/ her profession.

24. **Inspection, Quality Assurance and Receipt.**

The Procuring Entity and/ or its nominated representative(s) shall, without any extra cost to the Procuring Entity, inspect and/ or test the ordered Goods and the incidental Works/ Services to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. As soon as a consignment is getting ready, the contractor shall submit a request for inspection to the Inspecting Officer and the Procuring Entity. The Inspecting Officer shall inform the contractor in writing of its programme for such inspection and the officials' identity to be deputed for this purpose. If so stipulated in the contract, the contractor shall, before proceeding with bulk manufacture or delivery of the Goods, submit to the Inspecting Officer for inspection samples of the specified raw-material used in the manufacture and/ or the Goods as stipulated in the contract or by the Inspecting Officer. However, the Contractor shall not be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample. Unless otherwise provided for in the contract, if the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in the test shall be deemed to have been taken delivery of by the Purchaser and be paid for as such. Unless otherwise stipulated, in the contract, all costs of tests and inspections (including any special or third-party tests), whether at the contractor's premises, shall be borne by the contractor. However, in case of stipulation for type testing/ proto-type testing of machinery and plant involving special tests, the contract shall indicate the apportionment of test and expended material costs among the parties.



SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **Acceptance of Special Conditions of Contract.** The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **FORM 2** to this RFP.
2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to TWENTY FIVE PERCENT (25%) plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the BIDDER/ SERVICE PROVIDER. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.
3. **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional TWENTY FIVE PERCENT (25%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.
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 FIFTY PERCENT (50%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (06) months beyond the completion of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.
5. **Prices and Payments.**
 - (a) **Charged Prices.** Prices to be charged by the contractor for the supply of Services and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.
 - (b) **Controlled Price.** The price charged by the contractor shall not be higher than the controlled price fixed by law for the Services, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Services are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
 - (c) **Penalties for Overcharging.** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Procuring Entity to:-
 - (i) Annul the award and treat it as a misdemeanor as per the contract and take any or all punitive remedies available there under, or
 - (ii) Without annulling the award, take action as per GCC-clause 10.4 to recover the overcharged amount, or treat it as a breach of contract as per GCC-Clause 12.1 and avail any or all remedies there under.

(d) **Fall Clause.** The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

6. **Taxes and Duties.** The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the contract. If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

7. **Payment of GST Under the Contract.** The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

(a) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

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

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

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

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

(i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

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

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

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

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

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

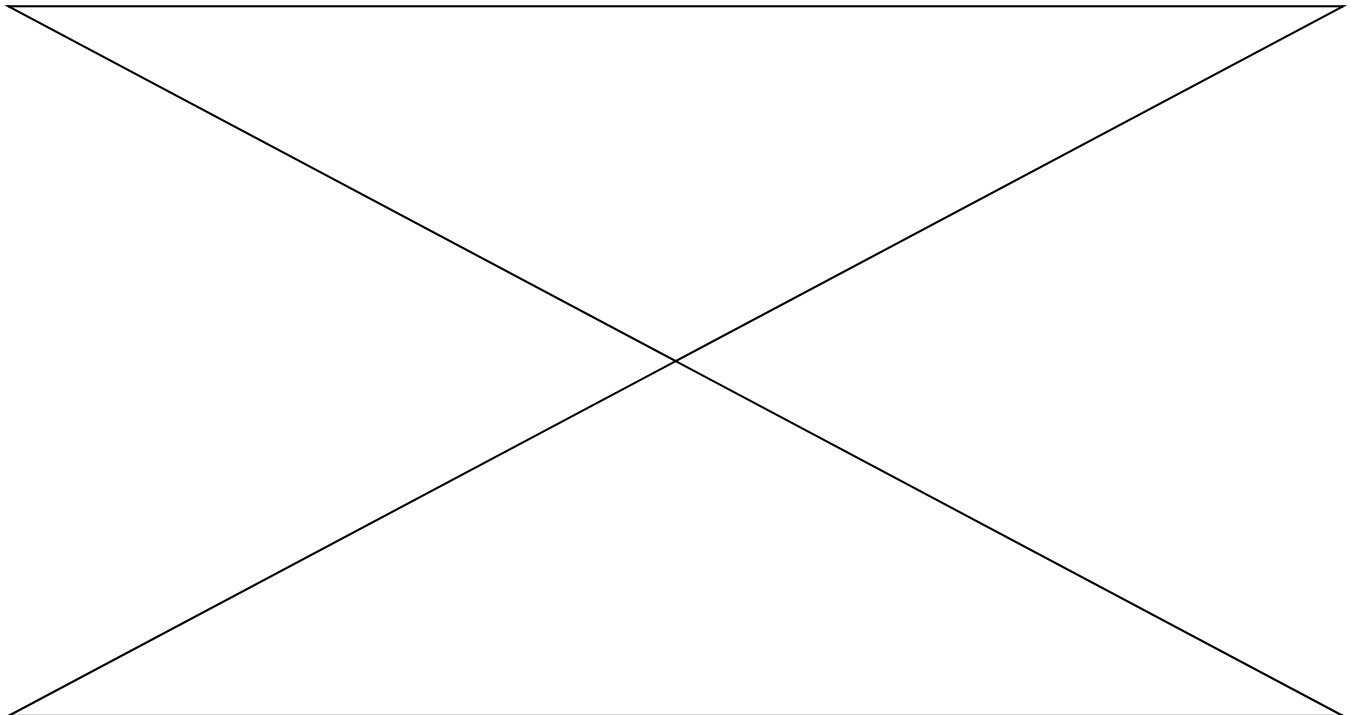
- (vi) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

8. **Terms and Mode of Payment.** The payments shall be made in the manner as per Procuring Entity's payment procedures. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of CIF destination/ delivery at site/ FOR destination, payment term shall-100% on receipt and acceptance of Goods by the consignee and on the production of all required documents by the contractor.

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

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

11. **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.



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023
SECTION IV

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

EXHIBIT A

This Statement of Work (“Statement of Work” or “SOW”) is hereby incorporated in and made a part of the Master Services Agreement (the “Agreement”) effective [MASTER EFFECTIVE DATE], by and between Indian Institute of Management, Calcutta (“IIMC”) and {SERVICE PROVIDER Name_} (“SERVICE PROVIDER”). All capitalized terms that are used herein without being defined herein shall have the meanings given to such terms in the Agreement. The SOW is effective as of {Effective Date_} (the “Effective Date”).

1. SERVICES.

1.1 Project Duration

Services Start Date (SOW Start Date):

Services Completion date (SOW End Date):

1.2 Scope of Services.

SERVICE PROVIDER to render HOUSEKEEPING SERVICES at the ACADEMIC BUILDINGS consisting of NEW ACADEMIC BUILDING (NAB- all Blocks), INSTRUCTIONAL BUILDING (A, B & C BLOCKS) and AMPHITHEATRE at IIMC campus.

SCOPE OF SERVICES – HOUSEKEEPING FACILITIES

A. (NEW ACADEMIC BUILDING – NAB- ALL BLOCKS)

AREA IN SQUARE FEET: 82994 (APPROX.)

Description of Area (Tentative)

- New Deans' Office, Faculty rooms and other office rooms - 115 nos.
- Classrooms - 14 nos.
- Syndicate rooms at ground floor - 13 nos.
- Wash rooms - 20 nos.
- Elevators – 02 nos.
- All the drains & Hard stand area located at surrounding of the premises.

HOUSEKEEPING

1. Floor wet cleaning/mopping on daily basis and as per requirement
2. Dry mopping after each class break
3. Toilet Cleaning: urinal, basin, commode, wall & floor (as per chart of washroom)
4. Lobby area and surrounding area of tea stalls cleaning – on daily basis
5. Cobweb cleaning – At entire building on regular basis and as per requirement
6. Vertical surface (Wall of rooms, class rooms, wash rooms, staircase and corridor) cleaning – regular and as per requirement
7. Window Glass pane (of rooms and corridor) and curtain/blinds normal cleaning – on a regular basis
8. Window Glass pane Façade cleaning by expert/skilled labours on a monthly basis
9. Cleaning of Tables, Chairs, Computers, telephones, bookshelves and other office furniture – on daily basis
10. All stairs, Railing rod and railing basement cleaning– on daily basis
11. Roof cleaning – periodically
12. Ceiling cleaning – on daily basis
13. Cleaning of surrounding areas, pathways & other hard landscaped areas– on daily basis
14. The shade over the pathway from NAB to B-Block should be cleaned on a monthly basis.
15. External Cleaning of Light and Ceiling Fan to be included once in a month.
16. Cleaning of elevators (walls, floors, door tracks) with cotton rags using mild detergents like Colin or else damp cloth.
17. Regular cleaning of dustbins of each room, corridors, floors.
18. Garbage disposal bags should be used wherever required (for small dustbins).
19. Washing of Basement of the glass façade to be cleaned on a monthly basis.
20. Thorough machine cleaning to be done at least twice in a week or as per requirement.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

21. The hard landscaping at the entrance of NAB should be cleaned at least thrice daily or as per requirement.
22. Picking of plastic, cup, cigarette buds etc. for disposal in Bins.
23. De-weeding of the entire buildings and surrounding areas including roof.
24. Proper positioning of dustbins should be ensured.
25. Shifting of White Boards, Soft Boards, Furniture & chairs etc. as and when required.
26. Cleaning of Boards at Classrooms after each and every class and also checking of the wall clock placed at Class room wall.
27. Cleaning of Fire Safety ducts and other ducts on a regular basis.
28. Providing supportive water supply occasionally during the non-availability of water at NAB Washrooms.
29. Daily checking of House Keeping duty charts at all Wash rooms and ensure proper maintenance of the same.
30. Daily checking of Doormats – proper positioning, cleaning and if required washing the same and provide the replacement.
31. Daily checking of Washroom fixtures like Urinals, commodes, cisterns, wash basins along with their fittings and making a record and complain of the same to the concerned person/department.
32. Checking of all (Faculty & office rooms, class rooms, wash rooms and meeting rooms) doors, door locks and handles, door closure, window lock, window glass & net etc. and making a record and complain of the same to the concerned person/department. Ensure the readiness of every Class Rooms before commencing of class.
33. Checking of all furniture & fixtures of all Faculty & office rooms, class rooms and meeting rooms and replacing the same if required and making a record and complain of the same to the concerned person/department.
34. Any other related service during/beyond office hours as asked for.
35. Upkeep & external cleaning of water cooler(s).
36. External cleaning of all tube light fittings and ceiling/wall fans etc. on a monthly basis.
37. Roofs should be kept cleaned of tree leaves etc. Stagnant water, if any, after rain should be drained out as per requirement.
38. Sanitization/Disinfection works should be carried out as per Institute SoP on regular basis.

JOB SPECIFICATION

1. To maintain the entire building in neat and clean condition by deploying the required personnel for manning housekeeping and other areas.
2. All materials and equipment /products /chemicals should be of high quality and quantity must be provided as per requirement of the Institute.
3. Sweeping, cleaning and dusting should be done on regular basis in all the above mentioned places including dusting of all furniture, electrical fittings, glass panes, black boards, shifting of furniture as required etc.
4. Wet cleaning with liquid soap/scented phenyl should be done on regular basis in all class rooms, seminar rooms, office rooms, corridors, landing space, staircase etc.
5. Bathrooms and toilets should be cleaned properly with scented phenyl, liquid soap (R6 & R7), soda ash and may be used. Naphthalene balls etc. should be used on regular basis in urinals.
6. Roof is to be cleaned and stagnant water also to be cleared.
7. Fitting of curtains. Checking of water tap and close it, if the tap is open.
8. Drains/sewerage system should be cleaned on regular basis.
9. Garbage should be removed on regular basis.

To maintain the standard of cleanliness, each room and classroom needs to be checked on regular basis by the Supervisor(s) along with other staff members and control-sheet duly filled and signed should be routinely handed over to NAB office, after initial of the Supervisor.

In case rooms are not occupied, it should be ensured that windows of the rooms are opened for airing for an appropriate period during the day time and closed thereafter.

Biodegradable & non-biodegradable garbage disposal to the nearest VAT (Bins)

B. INSTRUCTIONAL BUILDINGS – ‘A’, ‘B’, ‘C’ BLOCKS & 04 NOS. LECTURE

TOTAL AREA IN SQUARE FEET: 38449 (APPROX.)

Instructional Building – A Block:

Description of Area (Tentative)

- Common Area: 2 Large Classrooms
- Visiting Faculty Room Ground Floor of A-Block
- PGPEX VLMP Office
- Faculty rooms for A-Block - 22 Nos.
- Seminar Room – small 3 Nos.
- All the drains & Hard stand area located at surrounding of the premises.

Scope of Work

Help Desk-cum-Reception Area Cleaning:

1. Dusting furniture, doors and windows (on regular basis) in a complete and neat manner;
2. Cleaning of toilets (shower tap, washing basin taps etc.) balcony etc. on regular basis;
3. Dusting wooden panels, Office rooms, Class room chairs dusting (on regular basis) and foaming (as on requirement), cleaning of Venetian blinds (as on requirement). Special care should be taken to fill out control sheet on regular basis;
4. Washing of floor weekly and if necessary, provide cleaning machine;
5. Cleaning window glass, wall glass (as on requirement), so that they are always shiny;
6. Cleaning Fans, Computer, Telephone & Audio-visual items (as on requirement);
7. Sweeping, cleaning, mopping staircases, lobbies (on regular basis) without any stains left;
8. Grills, ceiling fans etc. should be dusted and cleaned on a regular basis. The curtains of the door & windows will also have to be removed and re-fixed on regular interval;
9. All wash basins, urinals, commodes, drains in and around the NAB will have to be cleaned and disinfected on regular basis in an immaculate manner; and to ensure the area is spic and span.
10. Garbage should be collected on regular basis and dumped properly in VATs for disposal with Municipality.
11. Readiness of every Class Rooms before commencing of class.
12. De-weeding of the entire buildings and surrounding areas including roof.

House-Keeping

1. Up-keeping – Sweeping, cleaning, dusting & shifting of furniture etc. in the A-Block.
2. Cleaning of Reception on daily basis.
3. Class rooms cleaning – Boards, Tables, Chairs, floors, removal of chalk & dust on daily basis.
4. Cleaning of Seminar rooms on daily basis
5. Cleaning of Office rooms for Faculty/Staff on daily basis
6. Cleaning of Corridors and landing space in different segments on daily basis
7. Cleaning of staircases of the building (A) on daily basis
8. Cleaning of Toilets on daily basis
9. Cleaning of Surrounding drains on daily basis
10. Picking of plastic, cup etc. for disposal in bins on daily basis.
11. Upkeep & external cleaning of water cooler(s).
12. External cleaning of all tube light fittings and ceiling/wall fans etc. on a monthly basis.
13. Roofs should be kept cleaned of tree leaves etc. Stagnant water, if any, after rain should be drained out as per requirement.

JOB SPECIFICATION

1. To maintain the entire building in neat and clean condition by deploying the required personnel for manning housekeeping and other areas.
2. All materials and equipment /products /chemicals should be of high quality and quantity must be provided as per requirement of the Institute.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

3. Sweeping, cleaning and dusting should be done on regular basis in all the above mentioned places including dusting of all furniture, electrical fittings, glass panes, black boards, shifting of furniture as required etc.
4. Wet cleaning with liquid soap/scented phenyl should be done on regular basis in all class rooms, seminar rooms, office rooms, corridors, landing space, staircase etc.
5. Bathrooms and toilets should be cleaned properly with scented phenyl, liquid soap (R6 & R7), soda ash and may be used. Naphthalene balls etc. should be used on regular basis in urinals.
6. Roof is to be cleaned and stagnant water also to be cleared.
7. Fitting of curtains. Checking of water tap and close it, if the tap is open.
8. Drains/sewerage system should be cleaned on regular basis.
9. Garbage should be removed from A-Block on regular basis.

Instructional Building – B Block

Description of Area (Tentative)

- Faculty rooms for B Block - 21 nos.
- MBA-Ex Office
- MBA & DPR Office Room at B-Block ground floor
- All the drains & Hard stand area located at surrounding of the premises.

SCOPE OF WORK

House-Keeping

1. Up-keeping – Sweeping, cleaning, dusting & shifting of furniture etc. in the B-Block.
2. Cleaning of Reception on daily basis.
3. Class rooms cleaning – Boards, Tables, Chairs, floors, removal of chalk & dust on daily basis.
4. Cleaning of Seminar rooms on daily basis
5. Cleaning of Office rooms for Faculty/Staff on daily basis
6. Cleaning of Corridors and landing space in different segments on daily basis
7. Cleaning of staircases of the building (B) on daily basis
8. Cleaning of Toilets on daily basis
9. Cleaning of Surrounding drains on daily basis
10. Picking of plastic, cup etc. for disposal in bins on daily basis.
11. Upkeep & external cleaning of water cooler(s).
12. External cleaning of all tube light fittings and ceiling/wall fans etc. on a monthly basis.
13. Roofs should be kept cleaned of tree leaves etc. Stagnant water, if any, after rain should be drained out as per requirement.
14. Readiness of every Class Rooms before commencing of class.
15. De-weeding of the entire buildings and surrounding areas including roof.

JOB SPECIFICATION

1. To maintain the entire building in neat and clean condition by deploying the required personnel for manning housekeeping and other areas.
2. All materials and equipment /products /chemicals should be of high quality and quantity must be provided as per requirement of the Institute.
3. Sweeping, cleaning and dusting should be done on regular basis in all the above mentioned places including dusting of all furniture, electrical fittings, glass panes, black boards, shifting of furniture as required etc.
4. Wet cleaning with liquid soap/scented phenyl should be done on regular basis in all class rooms, seminar rooms, office rooms, corridors, landing space, staircase etc.
5. Bathrooms and toilets should be cleaned properly with scented phenyl, liquid soap (R6 & R7), soda ash and may be used. Naphthalene balls etc. should be used on regular basis in urinals.
6. Roof is to be cleaned and stagnant water also to be cleared.
7. Fitting of curtains. Checking of water tap and close it, if the tap is open.
8. Drains/sewerage system should be cleaned on regular basis.
9. Garbage should be removed from B-Block on regular basis.

Instructional Building – C Block

Description of Area (Tentative)

- Common Area: 2 Large Classrooms
- Faculty rooms for C Block - 20 nos.
- TTA Room & Finance Lab at C- Block ground floor
- All the drains & Hard stand area located at surrounding of the premises.

SCOPE OF WORK

House-Keeping

1. Up keeping – Sweeping, cleaning, dusting & shifting of furniture etc. in the C-Block.
2. Cleaning of Reception on daily basis.
3. Class rooms cleaning – Boards, Tables, Chairs, floors, removal of chalk & dust on daily basis.
4. Cleaning of Seminar rooms on daily basis
5. Cleaning of Office rooms for Faculty/Staff on daily basis
6. Cleaning of Corridors and landing space in different segments on daily basis
7. Cleaning of staircases of the building (C) on daily basis
8. Cleaning of Toilets on daily basis
9. Cleaning of Surrounding drains on daily basis
10. Picking of plastic, cup etc. for disposal in bins on daily basis.
11. Upkeep & external cleaning of water cooler(s).
12. External cleaning of all tube light fittings and ceiling/wall fans etc. on a monthly basis.
13. Roofs should be kept cleaned of tree leaves etc. Stagnant water, if any, after rain should be drained out as per requirement.
14. Readiness of every Class Rooms before commencing of class.
15. De-weeding of the entire buildings and surrounding areas including roof.

JOB SPECIFICATION

1. To maintain the entire building in neat and clean condition by deploying the required personnel for manning housekeeping and other areas.
2. All materials and equipment /products /chemicals should be of high quality and quantity must be provided as per requirement of the Institute.
3. Sweeping, cleaning and dusting should be done on regular basis in all the above mentioned places including dusting of all furniture, electrical fittings, glass panes, black boards, shifting of furniture as required etc.
4. Wet cleaning with liquid soap/scented phenyl should be done on regular basis in all class rooms, seminar rooms, office rooms, corridors, landing space, staircase etc.
5. Bathrooms and toilets should be cleaned properly with scented phenyl, liquid soap (R6 & R7), soda ash and may be used. Naphthalene balls etc. should be used on regular basis in urinals.
6. Roof is to be cleaned and stagnant water also to be cleared.
7. Fitting of curtains. Checking of water tap and close it, if the tap is open.
8. Drains/sewerage system should be cleaned on regular basis.
9. Garbage should be removed from C-Block on regular basis.

C. AMPHITHEATRE:

TOTAL AREA IN SQUARE FEET: 52902 (APPROX.)

- (i) Amphitheatre 250 Seater
- (ii) Amphitheatre 150 Seater – 02 nos.
- (iii) Amphitheatre 100 Seater – 02 nos.
- (iv) Washroom – 22 nos.
- (v) Common Area, Varanda, Stair case
- (vi) Server Rooms, Service Rooms and Store Rooms
- (vii) Elevator

Scope of Work and Specification

HOUSEKEEPING

1. Floor wet cleaning/mopping on daily basis and as per requirement
2. Dry mopping after each class break
3. Toilet Cleaning: urinal, basin, commode, wall & floor (as per chart of washroom)
4. Cobweb cleaning – At entire building on regular basis and as per requirement
5. Vertical surface (Wall of class rooms, wash rooms, staircase and corridor) cleaning – regular and as per requirement
6. Window Glass pane Façade cleaning by expert/skilled labours on a monthly basis
7. Cleaning of Tables, Chairs, Computers, telephones and other furniture – on daily basis
8. All stairs, Railing rod and railing basement cleaning– on daily basis
9. Ceiling cleaning – on regular basis
10. Cleaning of surrounding areas, pathways & other hard landscaped areas– on daily basis
11. External Cleaning of Light and Ceiling Fan to be included once in a month.
12. Cleaning of elevators (walls, floors, door tracks) with cotton rags using mild detergents like Colin or else damp cloth.
13. Regular cleaning of dustbins of each corridors & floors.
14. Garbage disposal bags should be used wherever required (for small dustbins).
15. Washing of Basement of the glass façade to be cleaned on a monthly basis and as per requirement.
16. Thorough machine cleaning to be done at least twice in a week or as per requirement.
17. Picking of plastic, cup, cigarette buds etc. for disposal in Bins.
18. De-weeding of the entire buildings and surrounding areas.
19. Proper positioning of dustbins should be ensured.
20. Shifting of White Boards, Soft Boards, Furniture & chairs etc. as and when required.
21. Cleaning of Boards at Classrooms before & after each and every class and also checking of the wall clock placed at Class room wall.
22. Cleaning of Fire Safety ducts and other ducts on a regular basis.
23. Providing supportive water supply occasionally during the non-availability of water at Washrooms.
24. Daily checking of House Keeping duty charts at all Wash rooms and ensure proper maintenance of the same.
25. Daily checking of Doormats – proper positioning, cleaning and if required washing the same and provide the replacement.
26. Daily checking of Washroom fixtures like Urinals, commodes, cisterns, wash basins along with their fittings and making a record and complain of the same to the concerned person/department.
27. Checking of all class rooms & wash rooms - doors, door locks and handles, door closure etc. and making a record and complain of the same to the concerned person/department.
28. Checking of all furniture & fixtures of all class rooms & replacing the same if required. Making a record and complain of the same to the concerned person/department.

JOB SPECIFICATION

1. To maintain the entire building in neat and clean condition by deploying the required personnel for manning housekeeping and other areas.
 2. All materials and equipment /products /chemicals should be of high quality and quantity must be provided as per requirement of the Institute.
 3. Sweeping, cleaning and dusting should be done on regular basis in all the above mentioned places including dusting of all furniture, electrical fittings, glass panes, black boards, shifting of furniture as required etc.
 4. Wet cleaning with liquid soap/scented phenyl should be done on regular basis in all class rooms, seminar rooms, office rooms, corridors, landing space, staircase etc.
 5. Bathrooms and toilets should be cleaned properly with scented phenyl, liquid soap (R6 & R7), soda ash and may be used. Naphthalene balls etc. should be used on regular basis in urinals.
 6. Roof is to be cleaned and stagnant water also to be cleared.
 7. Fitting of curtains. Checking of water tap and close it, if the tap is open.
 8. Drains/sewerage system should be cleaned on regular basis.
 9. Garbage should be removed on regular basis.
- Any other related service, as asked for.

1.3 Services for Special Occasions:

If at any time during the existence of the contract, IIMC desires to utilize the services of the SERVICE PROVIDER for any special days, events or otherwise including but not limited to the Board of Governance Meetings 15th August, 26th January, IIMC Foundation Day, Annual Day, Convocation, any other day as designated by IIMC and communicated to SERVICE PROVIDER the SERVICE PROVIDER shall arrange the same at the rates to be mutually agreed upon (provided the items, are outside the rates of the items already agreed to) between the SERVICE PROVIDER and the concerned IIMC Department. Similarly, in case, IIMC desires to include any new item in this contract, this will be negotiated with the SERVICE PROVIDER. The final decision will rest with IIMC.

1.3.1 MATERIALS, LABOUR & EQUIPMENT: IIMC & SERVICE PROVIDER

SERVICE PROVIDER

SERVICE PROVIDER would be and remain at all times exclusively responsible to provide all material, labour, equipment, machinery, facilities, utilities, consumables, temporary work or any other item that shall be required for or in connection with the work including, but not limited to those indicated by expression or implication in the Job Description, Schedule of Rates, the Specification, Plans, Drawings, and/or other Contract Documents or howsoever otherwise as shall or may from time to time and at any time be necessary for or in connection with the work, either for incorporation in or within the permanent works or in or relative to the execution and performance of the work.

Materials supplied by the SERVICE PROVIDER shall conform to the specifications and shall be suitable for the purpose for which they are required.

POWER, WATER AND OTHER FACILITIES

IIMC would be responsible to provide within the scope of work, water, power, at or about the job site(s) for the SERVICE PROVIDER.

IIMC may at any time without notice or specifying any cause suspend or discontinue power supply to the SERVICE PROVIDER, and such suspension or discontinuance shall not entitle the SERVICE PROVIDER to any compensation or damages nor shall constitute a basis for extension of time for completion.

1.4 GENERAL.

In addition to the Services, functions and responsibilities described in the Agreement, SERVICE PROVIDER shall perform the Services, functions and responsibilities described herein and provide the specified Deliverables, all in accordance with the terms of the Agreement, this SOW and further adhering to the procedure laid down in Exhibit B ('SOP'), the performance capabilities criterion, functional requirements and other specifications and standards for such Deliverables described herein. If any Services, functions or responsibilities not specifically described in this SOW are required for the proper performance and provisions of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in the Agreement or this SOW. Except as otherwise expressly stated in this SOW, SERVICE PROVIDER shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

1.5 MANPOWER CRITERIA

(a) There is no minimum stipulated educational criteria. Expertise and Experience are factors that will be considered.

(b) For Supervisors & similar other cadres, the minimum educational qualification shall be Standard 12 pass and above.

1.6 CONDITIONS OF WORK

Work shall be carried on as per the Scope of Work as enumerated in this document, adhering to the Standard Operating procedure (Exhibit B).

All housekeeping workman engaged by the SERVICE PROVIDER should maintain the duty hours according to the duty roster prepared by the respective department. No workman can leave the respective Hostel's working area under any reason(s) without the prior permission of the respective Hostel Admin. If, any housekeeping workman leaves the respective working area during his/her working hours without any permission of the respective Hostel Admin, the same should be treated as absent.

1.7 CONFIDENTIALITY

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

All documentation, communication and files handled by Service Provider Employees are of a confidential nature and the Service Provider shall ensure that such confidentiality is maintained.

No employee of the Service Provider during the tenure and even after the expiration of this agreement shall divulge/disclose any information which they are made aware of and/or come to know of while handling of documents or files of IIMC to any unauthorized person. Discussion of confidential information in the presence of third parties shall constitute a breach of this agreement.

2. CONDITIONS OF WORK

Work shall be carried on as per the Scope of Work as enumerated in this document, adhering to the Standard Operating procedure (Exhibit B).

All housekeeping workman engaged by the SERVICE PROVIDER should maintain the duty hours according to the duty roster prepared by the NAB & ABC office. No workman can leave the respective working area under any reason(s) without the prior permission of the respective Admin. If, any housekeeping workman leaves the respective working area during his/her working hours without any permission of the respective Admin, the same should be treated as absent.

2. BACKGROUND SCREENING GUIDELINES

Prior to any person being assigned/deployed and beginning work for IIMC under this Agreement, the following background screening guidelines must be administered and successfully passed by that person ("Contract Person"):

- a. Criminal background search of all court records and police verification in each venue of the Contract Person's current and previous addresses over the past ten (10) years.
- b. Minimum of at least two (2) confirmed work references prior to assignment at IIMC.
- c. Verification of any educational qualification and having the relevant expertise and experience
- d. SERVICE PROVIDER shall keep copies of background screening documentation and provide certification of their completion to IIMC when requested.
- e. All SERVICE PROVIDER employees need to submit a copy of their nationality & residential proof – Aadhaar Card, Election ID Card, Ration Card or Driving License.
- f. All SERVICE PROVIDER employees need to submit a copy of their nationality & residential proof – Aadhaar Card, Election ID Card, Ration Card or Driving License.
- g. The persons deployed by the Company/ Agency/ Firm/ Service Provider should not have any Police Records/ Criminal Cases against them. Company/ Agency/ Firm/ Service Provider will be required to produce antecedents report duly verified by Police. The character and antecedents of each personnel of the Company/ Agency/ Firm/ Service Provider will be verified by the Company/ Agency/ Firm/ Service Provider before their deployment after investigation by the local Police and collecting proofs or identity like Driving License, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the Institute. The Company/ Agency/ Firm/ Service Provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. The service provider should ensure that his worker deployed, does not smoke, or indulge in drinking alcohol or intoxicants/ NDPS or in gambling.
- h. The person deployed by the service provider should be disciplined and will not participate in any activity prejudicial to the interest of IIM Calcutta. In case any of the person so deployed by the service provider does not come up to the mark in terms of general discipline or does not perform her / his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the service provider on the order of the Institute, shall immediately withdraw such person(s) from the premises of the institute.
- i. In case of personnel of the service provider implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for IIM Calcutta, it shall be the sole responsibility of the service provider to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to IIM Calcutta.
- j. In case IIM Calcutta is implicated in any law / suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the service provider, all cost of defending such suit settlement of claims, penalty etc. shall be borne by the service provider or recovered from the due amounts payable to the agency and or from the security deposit held by IIM Calcutta.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

- k. At no point of time, the personnel employed by the agency will do any type of gathering, protest, gherao, agitation, strike or take part in any procession against the IIMC or any officials of the IIMC or any decisions of the IIMC. If any such act reported or seen, then the service provider will be duty bound to dismiss such employee with immediate effect.
- l. Service Provider will ensure that services as per the contract in vogue must not be hampered or the quality of the service must not be compromised at any point of time. Failing to the same, the relevant clauses of the contract will be invoked
- m. The personnel deployed by the service provider will not be associated or will not be a part of any Union or Political parties/ bodies with reference to his/ her profession.

The Service Provider should not deploy any employee with criminal antecedent and/or criminal record to render any service at IIMC. The Service Provider should submit a declaration that the employees deployed for rendering the scheduled services do not have criminal antecedent and/or criminal record.

3. UNIFORM

The SERVICE PROVIDER shall ensure that all workers engaged by the SERVICE PROVIDER are supplied with proper superior quality Uniform on all days of work within the Premises of IIMC.

- a) 2 (Two) sets of uniforms of standard quality per person per annum to be provided by the service provider.
- b) 1 (One) no of Pull over/sweater standard quality per person for the entire duration of contract to be provided by the service provider.

The IIMC Authorized Person shall have the powers to either disallow entry of workmen found without Uniform inside the IIMC premises or alternatively mark the workers found working without proper uniform as absent for the day.

4. INSPECTION OF BOOKS AND OTHER DOCUMENTS

The SERVICE PROVIDER shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the IIMC Authorized Person or his authorized representative at any time and by the worker or his agent on receipt of due notice at the convenient time.

5. RESPONSIBILITIES OF SERVICE PROVIDER TO ENSURE NON-DISRUPTION OF WORK IN ALL SEASONS

The execution of the work(s) shall entail working in all seasons including the monsoons. In so far as necessary, the SERVICE PROVIDER shall maintain at each job site at all times such material, labour, pumps, equipment and machinery as may be required for the performance of the work during the monsoon or other rains and shall plan well in advance for the collection of material and equipment and the erection of such tarpaulins, sheds, wind breakers and / or other protection as shall or may be necessary for the work during the monsoon or-other rains so that the rains or monsoon shall not hamper working.

The SERVICE PROVIDER shall also arrange and bring to each job site such special equipment and machinery as may be necessary to enable work during the monsoon, and shall, at his own cost and initiative, arrange at all times for dewatering the job sites so as to keep the areas to be worked upon, free of water.

The SERVICE PROVIDER shall not be entitled to any extra compensation or remuneration for or relative to any work to be done in any season including during the monsoon or for or relative to any special arrangements to be made and / or equipment or machinery to be brought to the job site(s) to enable such working.

6. PRICING Invoice which is complete in all respects (including but not restricted to) to all compliance documents, attendance reports etc. shall be cleared.

COMPENSATION FOR SERVICES

6.1 Fees

The Service Provider shall be paid a fixed job contract fee as set in the Fee Schedule in Exhibit A. The SERVICE PROVIDER's fee shall be inclusive of following components:

- a) all statutory dues under Minimum wages, PF, ESI, Bonus, Labour Welfare Fund, and such other applicable statutory laws in force in currency. However, any revision of rates/wages as applicable from time to time will be borne by the Service Provider to comply with the Central Govt. statutory norms during the tenure of the Contract without any forbearance on the Institute.
- b) all type of material required to do effective job performance as laid down in the Standard Operating Procedure

- c) All type of consumables required to do effective job performance as laid down in the Standard Operating Procedure
- d) All type of equipment, structures, scaffolding, etc. required to do effective job performance as laid down in the Standard Operating Procedure
- e) All other resources such as Personal Protective Equipment, tools, tackles, etc. required to do effective job performance as laid down in the Standard Operating Procedure
- f) All expenses for maintaining the Govt. guidelines as well as Institute SOPs should be ensured by the Service Provider which include provisions for PPE kit, masks, soap, hand sanitizers, etc. also, compliance of the existing norms by all workers of the Service Provider e.g. maintaining social distancing etc. should be strictly monitored by the Service Provider.
- g) Services Charges including Cost of consumable materials using for housekeeping, Charge for all equipment use for housekeeping provided by the Service Provider, etc. (Not applicable on PF EDLI &% PF Admin Charge).
- h) Cost of travel, transport of resources, equipment etc. to Owner's locations including local transportation of equipment/spares/consumables (if any).
- i) Cost of lodging, boarding and insurance of Service Provider's employees/ resources as required.
- j) Supervision and other administration overheads
- k) Any other expenses necessary for the satisfactory performance of the work

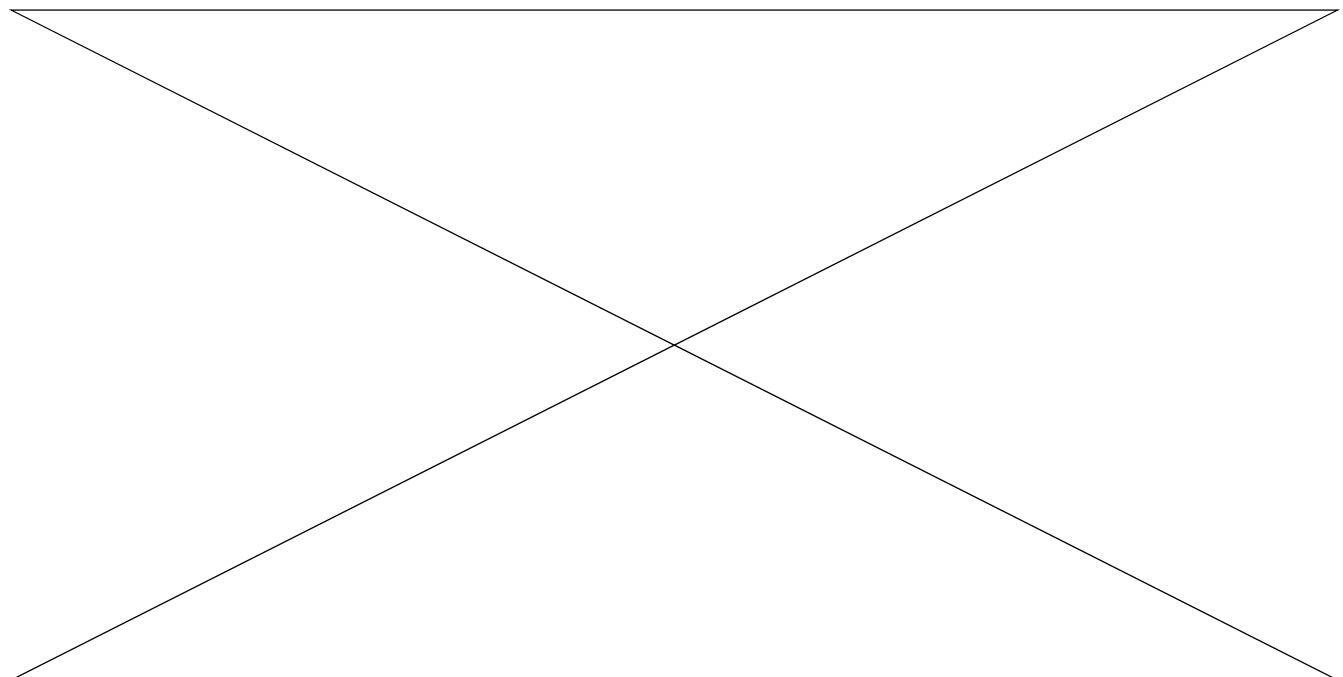
The fees for providing services as set out in the Schedule annexed hereto is firm and shall not be subject to any revision/review except for specific reason/event mentioned in this agreement.

It is explicitly agreed that the SERVICE PROVIDER has factored in all expected movements and trends in statutory payments while quoting the professional job contract fee.

The SERVICE PROVIDER'S job contract fee shall be fixed during the tenure of contract and shall not be revised for any reason whatsoever during the period of contract except for specific reason/event mentioned in this agreement.

6.2 PENALTY:

The SERVICE PROVIDER understands and agrees that performing the services strictly as per the qualitative, quantitative and in a time bound manner requirements as stipulated in the Contract is the essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to IIMC. The SERVICE PROVIDER understands and agrees that without prejudice to IIMC's rights to terminate the Contract, IIMC may, in addition to or in lieu of such termination levy one or more of the following penalties as applicable if the SERVICE PROVIDER omits or neglects to adhere to the following qualitative, quantitative and time requirements:



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

7. QUALITY OF WORK

SL. No.	Contract Agreement Defaults/Non- compliances	Penalties for Non-compliance
a.	Housekeeping work schedules are not adhered regarding timing, regularity & utilization of required housekeeping equipment, materials etc., (For this purpose, the SERVICE PROVIDER shall obtain a certificate from the Officer/ Supervisor-in-Charge, IIMC daily and the certificate(s) is/are to be furnished along with the monthly bill by the SERVICE PROVIDER.)	Upto 1% of the Quarterly bill amount (of Housekeeping Services) shall be deducted from total bill of the quarter (excluding GST) as per discretion of IIM C in cases falling under clauses a, b, e & f put together
b.	Housekeeping entrusted not done to the satisfaction of IIMC/IIMC Authorized Person/Faculty	
c.	Workman: Misconduct/ misbehavior / offence(s): (use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve- teasing or any kind of sexual harassment of any colleague, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.) in IIMC premises.	If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost. Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the offence, IIMC may, in the event of such misconduct/misbehavior on the part of the workmen of the SERVICE PROVIDER forthwith terminate the Contract without any notice and also report the case to the police. In the event any such misconduct/misbehavior/ offences on the part of the workmen of the SERVICE PROVIDER leads to a pecuniary loss being suffered by IIMC or the trainees/participants/faculties etc. such loss will be made good by the SERVICE PROVIDER. Action as decided by IIM C would be recommended to the Service Provider
d.	Damage caused to the property of IIMC or of any of the trainees/faculties/participants etc. present at IIMC premises by willful misconduct or gross negligence on the part of the workmen of the SERVICE PROVIDER.	Penalty equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the SERVICE PROVIDER and shall recover the same from the payments due to the SERVICE PROVIDER and/or from the security deposit. Note: If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.
e.	Non-compliance to Uniform: While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying on his person the Identification card with lanyards even after being provided with the same.	If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.
f.	Non-compliance of the Institute's safety guidelines e.g. not maintaining social distancing, not wearing mask properly etc.	

8. QUALITY ASSURANCE PLAN

Within two weeks of the receipt of the Letter of Acceptance from IIMC, the SERVICE PROVIDER shall submit to the IIMC Authorized Person, a detailed Quality Assurance Plan envisaged by him for ensuring due and proper adherence to Quality as required by the Specifications for the work. This Quality Assurance Plan (QAP) shall give in detail the Organization and Methodology, Checks and controls, as well as the Correction mechanisms built into the QAP system as envisaged by the SERVICE PROVIDER at the Site and elsewhere, for ensuring quality inputs into the work and for ensuring quality output on the Job.

The IIMC Authorized Person shall be entitled, from time to time and at any time to make or cause to be made such addition(s), modification(s) or alterations(s) in the QAP as he considers necessary to improve the QAP (the decision of the IIMC Authorized Person in this behalf shall be final and binding on the SERVICE PROVIDER), and the SERVICE PROVIDER shall thereafter follow the QAP as added, modified or altered by the IIMC Authorized Person.

9. INSPECTIONS & TESTING OF MATERIALS

The IIMC Authorized Person shall be entitled at all times, at the risk of the SERVICE PROVIDER, to inspect and/or test by itself or through an independent person(s) or agency(ies) appointed by IIMC or IIMC Authorized Person and/or to direct the SERVICE PROVIDER to inspect and/or test or to get inspected and/or tested, all materials, items and components, whatsoever supplied or proposed for supply for incorporation in the works, inclusive during the course of manufacture or fabrication by the SERVICE PROVIDER and/or at the SERVICE PROVIDER's or his Sub-SERVICE PROVIDER's works or otherwise, of such material, item or component. The inspection and/or tests shall be conducted at the expense of the SERVICE PROVIDER and may be directed by IIMC or IIMC Authorized Person to be conducted by authorized representatives of IIMC/ IIMC Authorized Person or third party inspection agency(ies) appointed by IIMC. IIMC may also require that all the inspections and tests conducted by the SERVICE PROVIDER at his works or his Sub-SERVICE PROVIDERS' works be carried out in the presence of authorized representatives of IIMC/IIMC Authorized Person/ third party inspection agency(ies) appointed by IIMC. The SERVICE PROVIDER shall provide IIMC/IIMC Authorized Person and/or their representatives/Agents every facility or assistance necessary for carrying out or witnessing, as the case may be, the Test(s)/Inspection(s).

The SERVICE PROVIDER shall also on receipt of intimation of any communication of any inspection or tests by IIMC/IIMC Authorized Person or any of their representative(s)/agency (ies) nominated by IIMC or IIMC Authorized Person in this behalf, present himself or his authorized representative at the place of inspection and/or testing to receive any orders or instructions consequent thereto, as shall be necessary.

The SERVICE PROVIDER shall furnish to the IIMC Authorized Person for approval when requested, or as required by the specifications or other contract documents, adequate samples of all materials intended for incorporation in the works, such samples are to be submitted before the work is commenced permitting sufficient time for test(s)/examination(s) thereof of IIMC. All materials furnished and incorporated in the work shall conform to the approved sample(s) in all respects.

The IIMC Authorized Person shall be entitled to reject at any time any defective material, item or component (including specially manufactured or fabricated items and components) supplied by the SERVICE PROVIDER for incorporation in the works, notwithstanding previous inspection and/or testing thereof by or on behalf of IIMC without rejection and notwithstanding previous approval thereto by or on behalf of IIMC (the decision of the IIMC Authorized Person as to any defect as aforesaid being final and binding upon the SERVICE PROVIDER), and upon such rejection, the SERVICE PROVIDER shall either perform such work or improvement thereon or in respect thereof, as shall be necessary to bring the material item/component to the requisite standard, or shall, if so required by the IIMC Authorized Person (whose decision in this behalf shall be final), remove the rejected material/ item/ component from the job site within the time specified by the IIMC Authorized Person and replace it at his own cost and expense (without additional remuneration or compensation in respect thereof with materials/items/components approved by the IIMC Authorized Person).

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

10. INSPECTION AND EVALUATION

10.1 IIMC reserves the right to evaluate the SERVICE PROVIDER on the following basis

EVALUATION CHECKLIST

Sl. No.	Location	Frequency	Good Rank 1	Satisfactory Rank 2	Bad Rank 3	Score	Remarks
1.	CLASS ROOMS CLEANING	Daily					
2	CLEANING OF INTERIORS OF LIVING ROOMS	Daily					
3	WASHROOM MAINTENANCE	Daily					
4	COMMON AREA MANAGEMENT	Daily					
5.	ACADEMIC ROOMS	Daily					
6.	OFFICE ROOMS	Daily					
7.	WASHROOM ADJACENT TO EXECUTIVE HOSTEL	Daily					
8	WASHROOM ADJACENT TO ACADEMIC AND OFFICE ROOMS	Daily					
9.	LIGHTING/ FANS/AC						
10.	WALL / DOOR / WINDOW						
11.	FIXTURES/ FURNITURE						
12.	GARBAGE CLEANING						

IIMC AUTHORIZED PERSON

(Signature)

Note:

1 The Evaluation will be done by the Institute on a quarterly basis.

2. Based on the performance of the Service Provider as per the Evaluation sheet given above, appropriate action may be taken by the Institute regarding penalty etc. as mentioned in details under the clause 7 of this document.

SERVICE PROVIDER AUTHORIZED PERSON

(Signature)

EXHIBIT B

SERVICE SPECIFICATONS & STANDARD OPERATING PROCEDURE

STANDARD OPERATING PROCEDURE

1. EXECUTIVE SUMMARY

1.1 The Indian Institute of Management, Calcutta strives to provide a safe, healthy and aesthetically pleasing environment for its staff, guests, SERVICE PROVIDERS, and visitors.

1.2 This Standard Operating Procedure establishes the acceptable HOUSEKEEPING SERVICES practices at the ACADEMIC BUILDINGS consisting of NEW ACADEMIC BUILDING (NAB) & INSTRUCTIONAL BUILDING (A, B & C BLOCKS) & the AMPHITHEATRE) within IIMC campus with the following key objectives:

A. Maintain the designated areas in a hygienic, clean and pleasing manner which is both functional and complementary to IIMC's premises throughout the year.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

B. Maintain the IIMC Campus in such way to promote a positive image of IIMC to residents, faculty, service users, staff and visitors.

D. Maintain the entire New Academic Building Complex, ABC Building, Amphitheatre and FP Lab in a neat and clean condition by deploying the required personnel for manning housekeeping and other areas. All materials and equipments/products/chemicals should be of high quality.

1.3 The contents of this Standard Operating Procedure (SOP) applies to & its contractual staff engaged in Housekeeping Operations at designated areas within the premises of IIMC Campus, Joka with effect from, 2018 to, 2021.

(A) For Housekeeping of designated areas under the Academic Section, manpower to be deployed to as per the Scope of Work in (Ext A)

(B) Quantum of work to be done is as per the below table:

Sl. No.	Activity	Frequency
01	Cleaning, dusting, and ensuring cleanliness of all amenities	Daily
02	Washroom Maintenance, Cleaning of Toilet, Refilling/ changing of toiletries, checking Geyser, lights, fans to ensure proper functioning, checking water inflow and outflow, change of dustbin bags.	Daily
03	Wet mopping the floor of building areas with required disinfectant / Phenyl and water daily and drying the floor after wet mopping.	Daily
04	Cleaning of Interiors of all Rooms: sweeping, mopping, dusting etc.	Daily
05	External cleaning of Lights, Fans, Air Conditioner, Telephone, Electric kettle, all plug points and other electric items	Weekly
06	Vacuuming of Sofas/Couches, window curtain, doormat (Dry Cleaning to be done Monthly)	Monthly
07	Building Rooms Maintenance: Sweeping, dusting, cobweb cleaning, (as mentioned in Ext. A 'SOW')	Daily/ Weekly

LIST OF MATERIALS

Sl. No.	ITEM
1	Mop Set including dry /wet & also refill
2	Phenol (Raw) Bengal Chemical or similar superior make
3	Phenol Scent Bengal Chemical or similar superior make
4	Toilet Cleaner superior make
5	Floor Cleaner superior make
6	Liquid Hand Wash Dettol, Lifeboy or similar superior make
7	Glass Cleaner Colin or similar superior make
8	Duster superior make
9	A1 Cube (Odonil, Godrej AER or similar make)
10	Napthoilne Ball superior make
11	Room Freshener superior make
12	Toilet Brush superior make
13	Scotch Bite
14	Bleaching Powder superior make
15	Plastic Belcha
16	Broom Stick
17	Coconut Stick
18	Toilet Roll superior make
19.	Any other material(s) as required for carrying out the Job Contract successfully, as per the Exhibits given under this contract
20.	Drain Brush

3. EQUIPMENT

All equipment for housekeeping shall be provided by the Service Provider as per his expertise and assessment

The equipment to be used for HOUSE KEEPING purposes shall be ISI certified and procured from approved manufacturers or suppliers after discussions with IIMC

In case ISI marked materials is not available, materials shall be obtained from sources/suppliers/manufacturers approved by IIMC, provided that no approval from IIMC or any representative from IIMC shall relieve the SERVICE PROVIDER from his full responsibility from using materials which are of inferior quality, defective or unstable.

If, during the execution of the work, IIMC finds it necessary to do so, IIMC may, at its discretion and convenience provide labour, machinery and / or equipment to the SERVICE PROVIDER for the performance of the work and / or testing of the works. The terms and conditions excluding compensation for providing such labour, machinery or equipment shall be mutually agreed upon between IIMC and the SERVICE PROVIDER and shall be in addition to the existing clauses unless a specific clause is included in the Contract to the effect that the existing clauses would deem to cover the provisions for supplying labour, machineries or equipment as stipulated above in the paragraph.

IIMC reserves the right to determine the rates at which it shall provide any labour, machinery or equipment to the SERVICE PROVIDER for any purpose/s stipulated in the preceding paragraph and further holds the right to amend the rates from time to time as and when required.

Recoveries: The amount(s) recoverable by IIMC from the SERVICE PROVIDER in respect of labour, equipment and / or machinery procured or supplied by IIMC shall (without prejudice to any other mode of recovery) be debited to the SERVICE PROVIDER's account and deducted from the Running Account of Final Bill(s) of the SERVICE PROVIDER and / or any monies from time to time becoming due to the SERVICE PROVIDER.

Any labour, equipment and / or machinery supplied or procured by IIMC shall be utilized by the SERVICE PROVIDER only for use in the contractual work.

The SERVICE PROVIDER shall be responsible to ensure utilization of the equipment and / or machinery only within the capacity of such equipment and / or machinery, to ensure the proper utilization thereof in all respects without any manner of abuse or excess, and shall follow and obey all instructions or directions as shall or may be given by the IIMC in respect thereof, and if so required by IIMC, shall provide at cost (to be determined by IIMC in the event of dispute) labour for the operation, maintenance and repair of the equipment / machinery and / or shall operate, maintain and/or repair the same at his own costs and expenses, and provide all the inputs necessary for the operation, repair and maintenance thereof, including spare parts, fuel and lubricants. The SERVICE PROVIDER shall keep IIMC indemnified from and against all losses, damages and/or costs, charges and expenses resultant from any breach or failure to observe the provisions hereof.

The SERVICE PROVIDER shall ensure safe custody of the IIMC equipment at IIMC premises and shall keep IIMC indemnified against any loss, damage, theft or misuse thereof.

The following is a list of equipment to be used for housekeeping purposes as suggested by Service Provider:

Sl. No.	Machines	Brands
01	Single Disc Machine	Taski, Nilfisk, Roots, Echomac or likewise
02	Wet & Dry Vacuum Cleaner	Nilfisk, Roots, Echomac or likewise
03	Auto Scrubber	Taski, Nilfisk, Roots, Echomac or likewise
04	High Pressure Jet	Taski, Nilfisk, Roots, Echomac or likewise
05	Ride on Auto Scrubber	Taski, Nilfisk, Roots or likewise
06	Any other related equipment as suggested by Service Provider	

4. UNIFORM

The SERVICE PROVIDER shall ensure that all workers engaged by the SERVICE PROVIDER are supplied with proper Uniform on all days of work within the Premises of IIMC. The uniform provided shall be of skin friendly fabric (standard quality) which along with the colour shall be approved by IIMC. SERVICE PROVIDER shall further be responsible to provide certain specific apparels to protect the workers from seasonal and climatic hazards, which shall be approved by IIMC in all respect (colour, fabric and design).

4. PERSONAL PROTECTIVE EQUIPMENT

Selecting proper PPEs depend upon the nature of the job, identified hazards and seasonal and climatic hazards.

When dealing with chemical hazards, Material Safety Data Sheet (MSDS) is to be consulted to determine what type of PPE is needed to properly protect employees.

Every chemical on-site should have a corresponding MSDS sheet that gives detailed information about the chemical.

Examples of Types of personal protective equipment to consider:

- i. Gloves (work gloves, latex, nitrile, chemical-specific)
- ii. Safety glasses, goggles
- iii. Face shields
- iv. Mouth and Nose Cap
- v. Sleeve protectors
- vi. Aprons
- vii. Slip-resistant shoes

5. PERIODIC TRAINING

The Service Provider shall ensure periodic trainings, as decided between IIMC and the SERVICE PROVIDER for all workers deployed under the Agreement. • All trainings are to be documented, signed off by attendees and submitted to IIMC Authorized Person upon completion

Trainings should cover the following areas:

- i. Basic First Aid
- ii. Basic Housekeeping Skill Training
- iii. Attitudinal & Behavioural Correction
- iv. Supervisory Skill Development
- v. Personal Appearance & Hygiene
- vi. POSH (Anti-sexual Harassment) Training

6. IIMC Infrastructure

POWER, WATER AND OTHER FACILITIES

IIMC would be responsible to provide within the scope of work, Water, Power, at or about the job site(s) for the SERVICE PROVIDER.

IIMC may at any time without notice or specifying any cause suspend or discontinue power supply to the SERVICE PROVIDER, and such suspension or discontinuance shall not entitle the SERVICE PROVIDER to any compensation or damages nor shall constitute a basis for extension of time for completion.

7. MISCONDUCT

If and whenever any of the SERVICE PROVIDERS or sub-Service Providers' or their agent(s) / subagent(s), consultant(s) or employee(s) shall in the opinion of the IIMC Authorized Person (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or insufficiently qualified or negligent in the performance of his / their duties, or if in the opinion of the IIMC Authorized Person (which shall be final) it is undesirable for any reason (which need not be disclosed to the SERVICE PROVIDER for such person(s) to be employed in the work, the SERVICE PROVIDER, if so directed by the IIMC Authorized Person, shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) so removed shall not be re-employed in the work except with the prior permission in writing of the IIMC Authorized Person.

Any person(s) so removed from the works shall be immediately replaced at the expense of the SERVICE PROVIDER by a qualified and competent substitute.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

If any activities of any such person are considered by IIMC or IIMC Authorized Person to be criminal in character and/or prejudicial to the public or national interest, the SERVICE PROVIDER shall, in addition to removing such person(s) as stipulated above, also co-operate with IIMC in lodging such complaints with the police or other authorities as IIMC or IIMC Authorized Person considers necessary, and shall co-operate with IIMC, in handing over such person(s) to the concerned authorities as decided by IIMC.

The SERVICE PROVIDER shall keep IIMC indemnified from and against all personnel and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act or omission or intermission on part of any sub-SERVICE PROVIDER or agent, sub-agent, consultant, or employee of the SERVICE PROVIDER or any sub-SERVICE PROVIDER, whether committed, omitted or arising with or without the scope of the contract, sub-contract, agency or employment, or otherwise.

The following list of acts shall constitute MISCONDUCT, amongst other misconducts mentioned in the Standing ORDERS among other misconducts contained in the Industrial Employment Standing Orders Act, 1946 and Model Standing Orders as applicable:

- i. Willful insubordination or disobedience, whether alone or in combination with other
- ii. Theft, fraud or dishonest means
- iii. Taking or giving bribes or any illegal gratification
- iv. Habitual late attendance or absenteeism from work
- v. Drunkenness, fighting, riotous or disorderly or indifferent behaviour
- vi. Habitual negligence
- vii. Smoking near or around the area where combustible or other materials are locked or consuming tobacco in any form within the IIMC premises
- viii. Habitual indiscipline
- ix. Causing damage to the property of the Corporation or that of the SERVICE PROVIDER or creating wilful hindrance in the progress of work.
- x. Sleeping on duty
- xi. Malingering or slowing down work
- xii. Giving of false information regarding name, age, father's name etc.
- xiii. Habitual loss of wage cards supplied by the employers
- xiv. Unauthorized use of employer's property of manufacture or making of unauthorized articles at the work place
- xv. Bad workmanship in maintenance by skilled workers which is not approved by the Corporation and for which the SERVICE PROVIDER is compelled to undertake rectification
- xvi. Making false complaints and/or misleading statements
- xvii. Engaging on trade within the premises of the establishments
- xviii. Any unauthorized divulgence of business affairs of the employers
- xix. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer
- xx. Holding meeting inside the premises without previous sanction of the employers
- xxi. Threatening or intimidating any workmen or employer during the working hours within the premises or committing any form of riotous behaviour
- xxii. Non-observance of Safety norms/practices applicable to the Worksite
- xxiii. Commission of any act subversive of discipline or good behaviour on the premises of the establishment
- xxiv. Unauthorized leaving the premises of the establishment without the prior permission of the superior
- xxv. "sexual harassment which includes unwelcome sexual determined behaviour (whether directly or by implication), such as:-
- xxvi. physical contact and advances; or
- xxvii. a demand or request for sexual favour; or
- xxviii. sexually coloured remarks; or
- xxix. showing pornography; or
- xxx. any other unwelcome physical, verbal or non-verbal conduct of sexual nature

8. SAFETY CODE

RESPONSIBILITIES OF THE SERVICE PROVIDER IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

8.1 Before commencing the work, SERVICE PROVIDER shall submit a "SAFETY PLAN" to the authorized IIMC Official. The 'Safety Plan' shall indicate in detail the measure that would be taken by the SERVICE PROVIDER to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The SERVICE PROVIDER shall submit the said safety plan along with his offer. During negotiations before placing of work order and during execution of the SERVICE PROVIDER IIMC shall have right to review and suggest modification in the Safety Plan. SERVICE PROVIDER shall abide by IIMC decision in this respect.

8.2 The SERVICE PROVIDER shall take all necessary safety precautions and arrange for appropriate appliances as per direction of IIMC or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

8.3 The SERVICE PROVIDER shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized IIMC officials: -

(i) Safety Helmets conforming to IS - 2925: 1984.

(ii) Safety Belts conforming to IS - 3521: 1983.

(iii) Safety Shoes conforming to IS - 1989: 1978.

(iv) Eye and Face Protection devices conforming to IS - 8520: 1977 and IS - 8940: 1978.

(v) Hand and body protection devices conforming to: IS - 2573: 1975 IS - 6994: 1973 IS - 8807: 1978 IS - 8519: 1977.

8.4 All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the SERVICE PROVIDER shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized IIMC official who shall have the right to ban the use of any item.

8.5 The SERVICE PROVIDER shall adopt all fire safety measures as laid down by IIMC and as per directions of the authorized IIMC official.

8.6 Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the SERVICE PROVIDER shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., prior approval of the authorized IIMC official at the site shall also be taken by the SERVICE PROVIDER in all such matters.

8.7 The SERVICE PROVIDER shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

8.8 The SERVICE PROVIDER shall be held responsible for any violation of statutory regulations local, state or central and IIMC instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another SERVICE PROVIDER's or agency's cost of damages if any, to life and property arising out of such violation of statutory regulations and IIMC instructions shall be borne by the SERVICE PROVIDER.

8.9 In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the SERVICE PROVIDER, the victim and/or his/her dependents shall be compensated by the SERVICE PROVIDER as per statutory requirements. However, if considered necessary, IIMC have the right to impose appropriate financial penalty on the SERVICE PROVIDER and recover the same from payments due to the SERVICE PROVIDER for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by IIMC giving opportunity to the SERVICE PROVIDER to present his case.

8.10 In case of any damage to property due to lapses by the SERVICE PROVIDER, IIMC shall have the right to recover cost of such damages from payments due to the SERVICE PROVIDER after holding an appropriate enquiry.

8.11 In case of any delay in the completion of a job due to mishaps attributable to lapses by the SERVICE PROVIDER, IIMC shall have right to recover cost of such delay from payments due to the SERVICE PROVIDER, after notifying the SERVICE PROVIDER suitably and giving him opportunity to present his case.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

8.12 If the SERVICE PROVIDER fails to improve the standards of safety in its operation to the satisfaction of IIMC after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment like safety belt or to carry out instructions regarding safety issued by the authorized IIMC official, IIMC shall have the right to take corrective steps at the risk and cost of the SERVICE PROVIDER after giving a notice of not less than seven days indicating the steps that would be taken by IIMC.

8.13 The SERVICE PROVIDER shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized IIMC official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the SERVICE PROVIDER to the authorized IIMC official from time to time as prescribed.

8.14 Before commencing the work, the SERVICE PROVIDER shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of IIMC.

8.15 If the Safety record of the SERVICE PROVIDER in execution of the awarded job is to the satisfaction of Safety Department of IIMC, issuance of an appropriate certificate to recognize the safety performance of the SERVICE PROVIDER may be considered by IIMC after completion of the job.

8.16 Before conducting any work which may produce excessive noise, dust or cause any other inconvenience to the staff, students, boarders, faculty etc., the SERVICE PROVIDER shall give adequate notice to the Area-In-charge. Such notice of work shall be given at least one day before commencing such work.

8.17 Handling and application of all chemicals, including, but not limited to pesticides including herbicides, fungicides and insecticides, shall be done in accordance with extant legislations.

8.18 The posting of warning signs and proper advance notification to people in the area shall be done before any spraying is to be carried out.

EXHIBIT C

REQUIRED INSURANCE

I. INSURANCE REQUIREMENTS

Without limiting SERVICE PROVIDER's liability to IIMC, SERVICE PROVIDER, at its sole cost and expense, shall maintain the following insurance coverage during the term of the Agreement:

1.1 Employees' Compensation Act Policy (ECA)/ Other Acts in Currency

All insurance coverage required by statute under the Employees' Compensation Act insurance which provides coverage for employment related death, disability and accidents as per statutory limits.

2. EVIDENCE REQUIRED

Prior to the commencement of any work or services under the Agreement, SERVICE PROVIDER shall deliver to IIMC a Certificate of Insurance which evidences SERVICE PROVIDER's compliance with this Section.

3. NOTICE OF CANCELLATION, NON-RENEWAL, OR OTHER MATERIAL CHANGE IN COVERAGE
SERVICE PROVIDER shall provide IIMC- with thirty (30) days prior written notice of cancellation, non-renewal or failure to renew, or other material change in the coverage provided, including the exhaustion of or material reduction in available limits.

4. QUALIFIED INSURER

All required insurance policies must be issued by IRDA approved insurance companies.

EXHIBIT D

SAFETY, HEALTH & ENVIRONMENT MANAGEMENT SYSTEM

1. Commitment by IIMC

IIMC is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, contractors, Contract labourers, trainees, suppliers, and all interested parties as an integral part of business performance through compliance with applicable legal and other requirements related to occupational Health, Safety and Environment.

2. Commitment by Service Provider

The Service Provider shall commit towards Safety, Health and Environment Management System in line with the following:

3. SAFETY:

- i. Safe systems of works must be established, implemented and maintained to ensure that all health and safety related risks are adequately managed.
- ii. Own staff as well as SERVICE PROVIDER employees must exercise safe behaviour; follow safe operational rules as well as safe work practices.
- iii. Permit to work process must be established to ensure that hazardous, non-routine work is assessed, planned, authorized and carried out in a way that ensures health and safety of the employees and contractors involved, and others who may be affected.
- iv. Equipment must be operated and maintained within design parameters.

4. HEALTH

- i. Task/job related health screenings (fitness for duty medical evaluations) of all employees must be performed in line with local legal requirements.
- ii. First aid facilities and/or ready access to adequate medical services must be ensured at every worksite based on complexity of operation, number of employees and remoteness of the worksite (i.e. basic first aid to full scale medics/paramedics intervention).

5. ENVIRONMENT

SERVICE PROVIDER agrees to implement any and all recommendations from IIMC in terms of implementing and adopting the Safety, Health and Environment Policy.

6. For security reasons, the contractor shall furnish details of his workforce along with photographs to IIMC before they are brought into the IIMC- premises for providing various services.

EXHIBIT E

Force Majeure Event

1 FORCE MAJEURE

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Article 2, 3 and 4 respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

2 Non-Political Event

For purposes of Article 1 hereinabove, Non-Political Event shall mean one or more of the following acts or events:

(i) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Service Provider's Site or beyond design specifications for the Construction Works) or landslide;

(ii) radioactive contamination or ionizing radiation;

(iii) strikes or boycotts (other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Service Provider for a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Article 3;

(iv) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to

comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by IIMC;

3 Indirect Political Event

For purposes of Article 1 hereinabove, Indirect Political Event shall mean one or more of the following acts or events:

- (i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- (ii) Industry wide or state wide or India wide strikes or industrial action which prevent collection of Fees by the Service Provider for a period exceeding a continuous period of 7(seven) days in an Accounting Year; or
- (iii) Any public agitation which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of 7 (seven) days in an Accounting Year.

4 Political Event

For purposes of Article 1 hereinabove, Political Event shall mean one or more of the following acts or events by or on account of IIMC or any other Government Agency:

- (i) Change in Law, only when provisions of Article 14 cannot be applied;
- (ii) Expropriation or compulsory acquisition by any Government Agency of any Service Provider Facility or rights of the Service Provider or of the Contractors; or
- (iii) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider or any of the Contractors to perform their respective obligations under the Services Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.

5 Termination

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

6 Dispute Resolution

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

< ON LETTER HEAD OF CONTRACTOR >

Date:

To
Mr _____

Further to your application and subsequent interview, we have pleasure to appoint you as _____(designation) on the following terms and conditions:

- 1) You will be in the first instance on probation for a period of six months, which may be extended further, by a period of six months. You will, however, continue to be on probation till Management confirms you in writing. The Management may terminate your services either during or after completion of the probation period if your performance/conduct is not found to be satisfactory.
- 2) Your continuation in the employment will always be subject to your remaining physically and mentally fit and alert. The Management shall have every right to get you medically examined or re-examined at any time by the Registered Medical Practitioner, whose findings will be final and binding upon you.
- 3) Your work, duty hours and shift working will be regulated from time to time purely at the discretion of the Management as per expediency of service.
- 4) Your services are liable to be transferred or deputed from one place to another and/or from one establishment to another, or from department to another purely at the discretion of the Management. Such transfer may also be to such places and clients wherever your services are required or to be deputed or transferred in future whether such establishments are in existence today or which may come into existence in the future.
- 5) We are in the business of providing _____ services to our various clients. Hence, the duration of your appointment is co-terminus with the duration of our contract with the client and your employment shall automatically come to an end on termination of the said contract.
- 6) You will be the whole-time employee of _____(name of the Contractor) and will not engage yourself in any work similar in nature to that of the _____(name of the Contractor) and/or in which you may for the time being be engaged by the organization and/or engage yourself anywhere in your work, professional or employment either honorary or otherwise during the period of your employment with _____(name of the Contractor)
- 7) You will not utilize, disclose or divulge to any person any trade secret or confidential information or documents of the _____(name of the Contractor)
- 8) Your services will be governed by the Standing Orders and the Service Rules applicable to the organization as in force from time to time.
- 9) You may be laid-off on payment of 50% wages on account of shortage of work, materials, electricity and similar other reasons.
- 10) You may be selected and sponsored by us for familiarization/training assignments within the organization or any other institution/organizations in India and or abroad. You will diligently and beneficially take part in the training and assignments from time to time on such terms and conditions as may be specified.

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

11) Your services will be liable to be terminated on one month's notice or on payment of one month's salary in lieu thereof. Similarly, you will not terminate your services without giving one month's notice or salary in lieu thereof and in case of failure on your part to do so, the Management will be entitled to recover the requisite amount from you either by withholding dues or to that extent or otherwise, as may be necessary. The Management may waive notice and relieve you immediately if you chose to resign.

12) You will not engage in any act that may amount to misconduct and you will always observe and follow instructions given by your superiors. The Management may dismiss you from the services without notice for engaging in any act or omission amounting to misconduct.

13) In case any act of omission constituting misconduct is alleged against you, you may be suspended pending enquiry and will be paid subsistence allowance for the days of suspension at 50% of wages payable to you.

14) You shall retire on attaining the age of 60 years (or as applicable). Your date of birth, as per the records produced by you is _____. Please note that this date of birth shall be considered valid for all official records.

15) In case of change in the address during the course of employment, it will be your duty to intimate the Management in writing within three days from the date of such change and will get the change so recorded in the Register of Address maintained for the purpose by the Company.

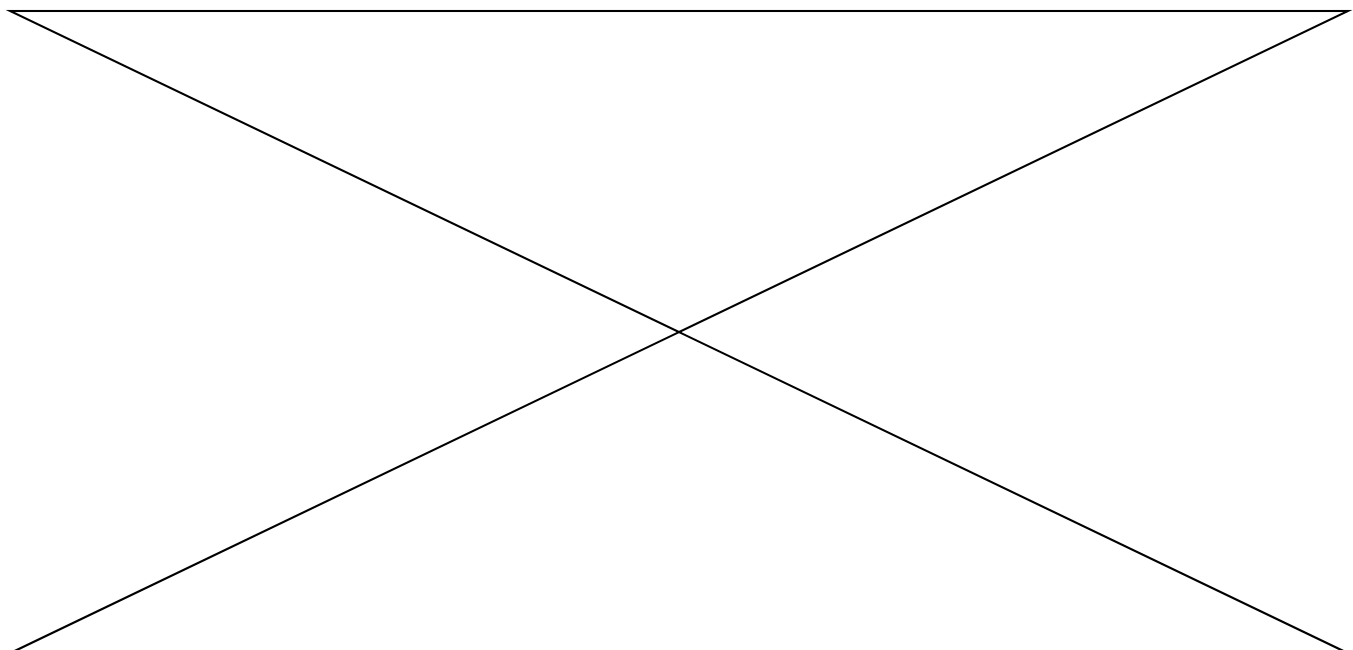
16) All communication sent to you by the Management at your last given address will be deemed to have been received by you.

In case the above terms and conditions are acceptable to you, please sign the copy of the letter in token of your acceptance and return the same for our records.

For _____

Declaration

I have read and understood the above terms and conditions of employment and accept the same, and further undertake to abide by them.



TECHNICAL SPECIFICATION AND QUALITY ASSURANCE

1. **Technical Specification.** Specification of each items have been mentioned in Schedule of Requirement (SOR). The specification mentioned in SOR is of minimum nature and Bidder should always maintain that specific minimum specification. Procuring Entity shall evaluate schedule-wise conformity of the description. Technical specifications and quality and other technical terms shall be examined. Under any circumstances NO alternative offers/ makes/ models shall be considered. In case of alternative offer/ Makes/ Models cheaper/ inferior than specified model, bid will be summarily rejected and no representation at later stage will be entertained by the Procuring Entity.

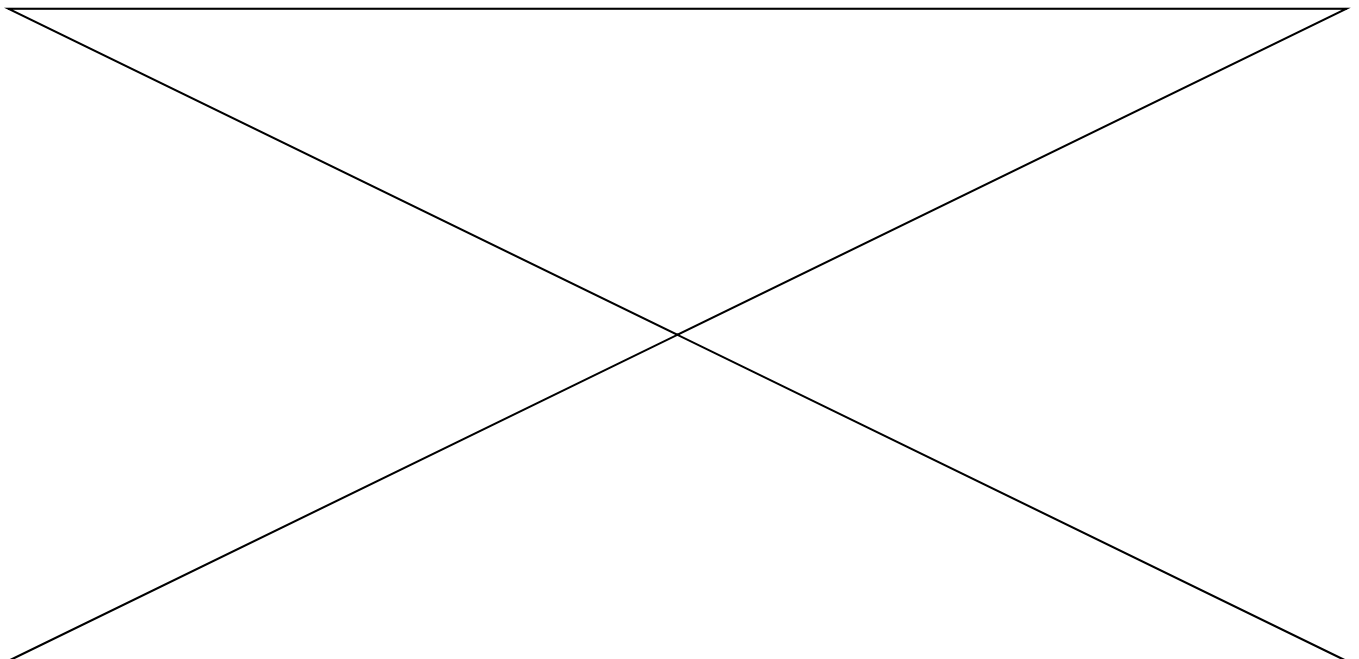
2. **Eligible Goods.**

(a) The Goods and Incidental Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in SOR or as stipulated in the contract. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be:-

(i) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Procuring Entity in the contract.

(ii) Conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

(iii) The country of origin of 'Goods' and 'Incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to "Restrictions on certain countries with land-borders with India" as per extant Government Rules and latest Guidelines.



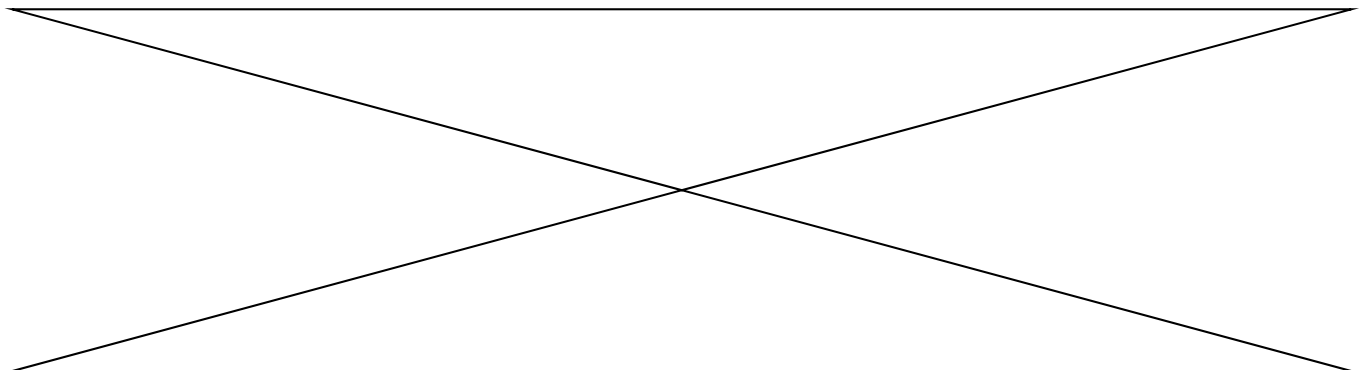
SECTION VI

ELIGIBILITY CRITERIA OF BIDDERS

1. Bidder should have the following minimum eligibility criteria:-

Ser No	Eligibility Criteria	Document to be Produced as Part of Technical Bid
(a)	Bidder should have an Office/ Branch Office/ Operational Office in Kolkata Suburban Area	Copy of Trade Licence or Municipality Enlistment Certificate
(b)	Should have a valid PAN Card	Copy of PAN card
(c)	Should have a valid GST Number	Copy of GST certificate
(d)	Bidder should have minimum THREE (03) YEARS of experience	Copies of THREE (03) Work Order/ Contract Award along with Work Completion Certificate during the period of last FOUR (04) Financial Year starting from 2019-20 to 2021-22. In case work not yet completed, a certificate regarding successful ongoing project from the Procuring Entity be enclosed. Such certificate should be signed within the date in last one month from the last date of submission of bid.
(e)	Bidder shall have a minimum turnover of Rs 1 crore per annum in any THREE (03) Financial Years within last FIVE (05) Financial Years with effect from 2018-19 to 2022-23	For this purpose the bidder/ applicant shall submit audited balance sheet for any of the THREE (03) Financial Years out of last FIVE (05) Financial Years with effect from 2018-19 to 2022-23.
(f)	Bidder should not be financially insolvent at any point of time during last THREE (03) Financial Year with effect from 2019-20 to 2021-22	Solvency certificate from the Banker of Bidder. The solvency certificate should not be older than ONE (01) Month from the last date of submission of bids.
(g)	Bidder should have not been debarred by any State/ Central Government during last THREE (03) Financial Year with effect from 2019-20 to 2021-22	A self-certificate should be attached.
(h)	P.F. Registration No.:	Copy of PF Registration Certificate
(i)	ESIC Registration No.:	Copy of ESIC Registration Certificate
(j)	Minimum 100 manpower on roll as on 31.10.2023	Proof of Salary/ Wage Register for minimum manpower on roll
(k)	ISO Certificate (If Any)	Copy of ISO Certificate (If any)

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



SECTION VII
EVALUATION CRITERIA OF BID

1. **Evaluation Criteria.**

(a) Technical Bid will be evaluated first as per eligibility criteria of bidders. Financial Bid in respect of those Bidders will ONLY be opened who will have declared as QUALIFIED in Technical Bid Evaluation.

(b) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST 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.

(c) 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.

(d) 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.

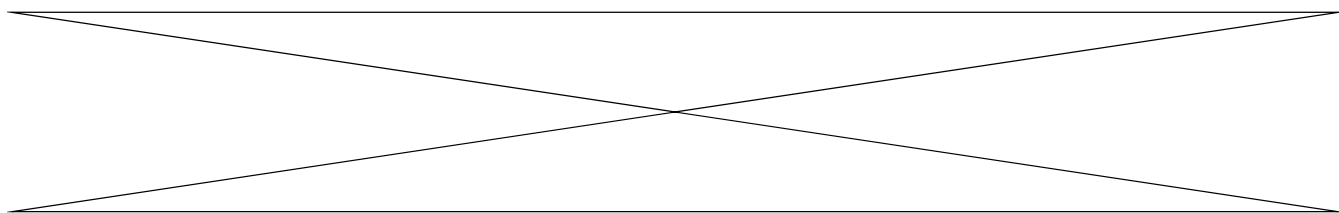
2. **Important Note for Bidders.** Merely securing L-1 position in Bidding Process does not guarantee the award of contract. Apart from L-1 Rate, Procuring Entity reserves the right to evaluate any or all Bids on the basis of Past Performance of bidder. **Past Performance** Statement to be filled up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

3. **Price Bid Format.** Unless otherwise mentioned in this RFP, the Price Bid Format is as per BOQ (Bill of Quantities).

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

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

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



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023
FORM-1

BIDDER'S INFORMATION

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

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

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

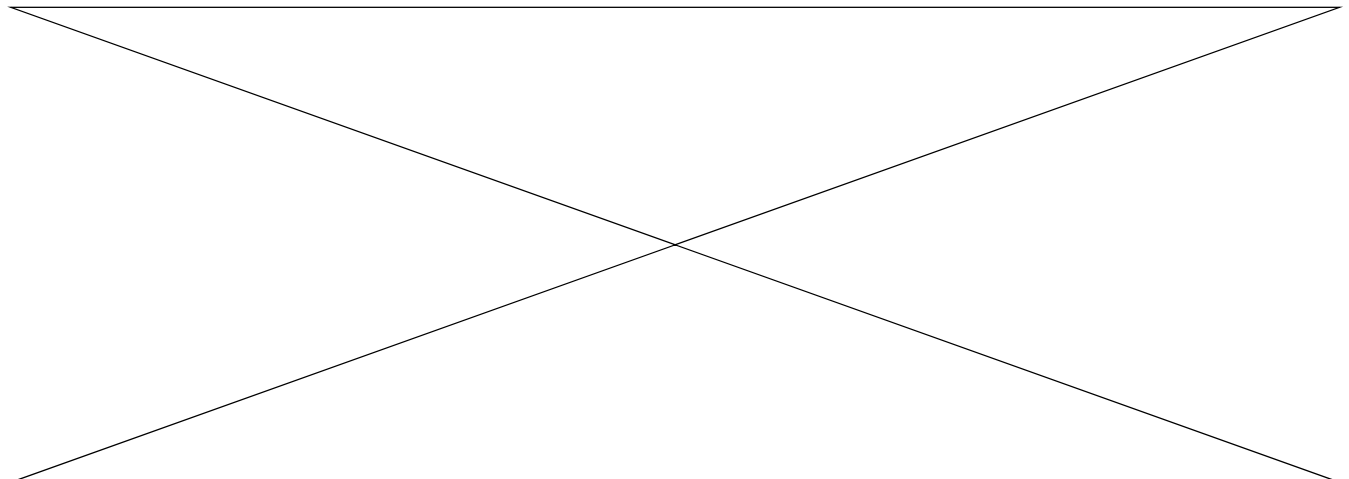
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal of company]



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023
FORM-2

TERMS AND CONDITIONS - COMPLIANCE

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

Bidder's Name and Complete Address _____

Tender Document No. _____;

Tender Title: _____

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document 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)

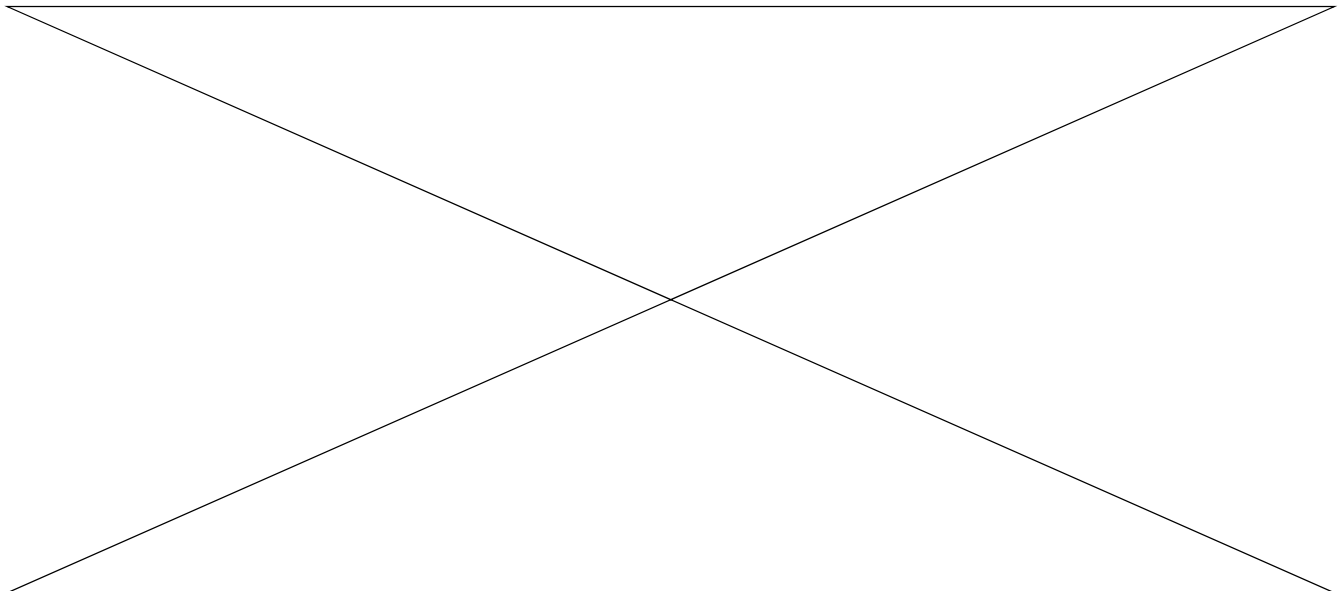
.....
 (Name and designation)

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.



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023
FORM-3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

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

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

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

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

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until theday of20.....

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

(Signature of the authorized officer of the Bank)

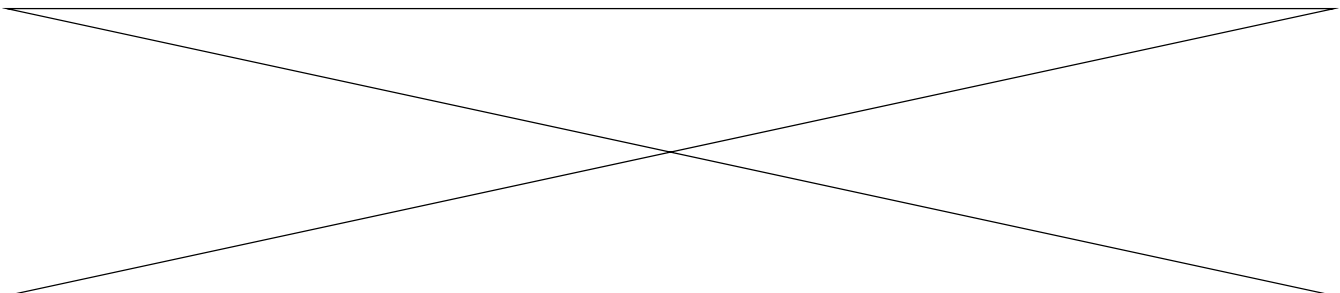
.....
.....

Name and designation of the officer

.....

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

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



INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023
FORM - 4

BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

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

Bidder's Name & Address _____

Bidder's Reference No. _____

Date : _____

To
The Director,
Indian Institute of Management Calcutta Diamond Harbour Road, Joka
Kolkata - 700 104
Reference: Tender Document No. _____
Tender Title: _____

Sir/ Madam

We, the undersigned, solemnly declare that:

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

(a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.

(b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).

(c) Fail or refuse to sign the contract.

2. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

(a) Receipt by us of your notification.

(b) Of cancellation of the entire tender process or rejection of all bids or

(c) Of the name of the successful bidder or

(d) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place... [insert place of signing]

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023
FORM 5

PERFORMANCE STATEMENT

STATEMENT OF SUPPLIES DURING LAST THREE YEARS AND OUTSTANDING CURRENT ORDERS

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

Tender Document No. Tend No. _____;

Tender Title : _____;

Bidder's Reference No. _____

Date.....

Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.

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

.....
 (Signature with date)

.....
 (Name and designation)

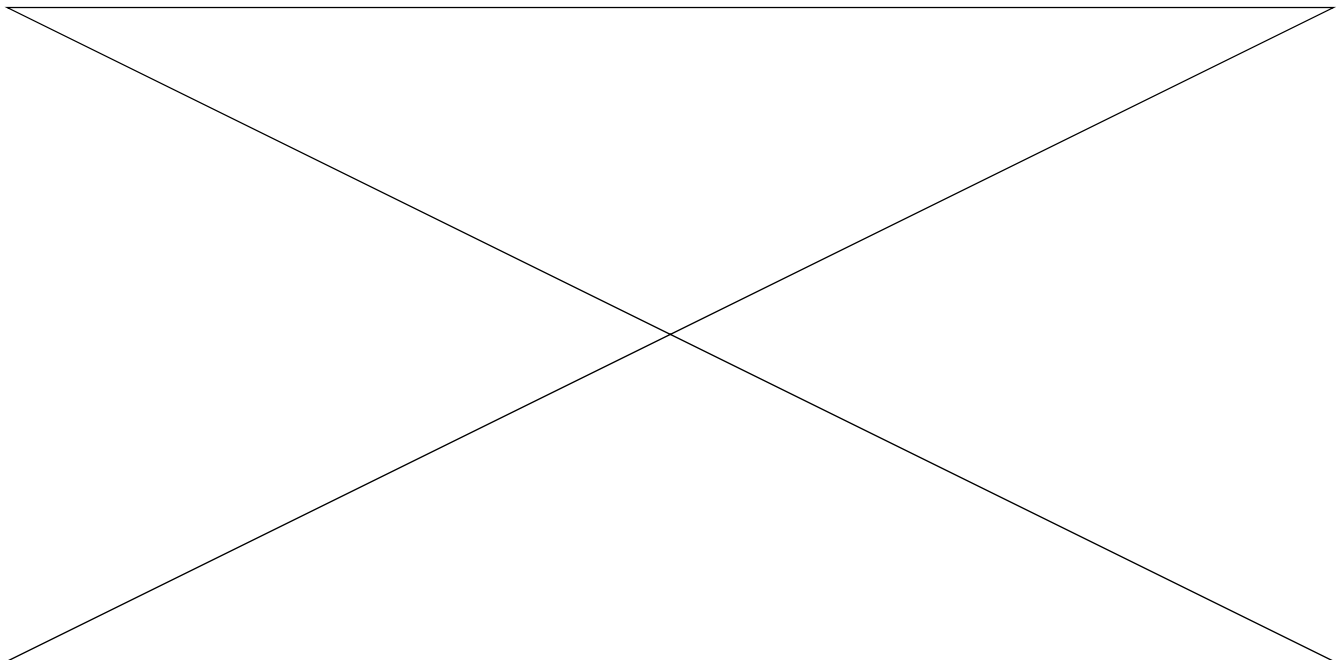
Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

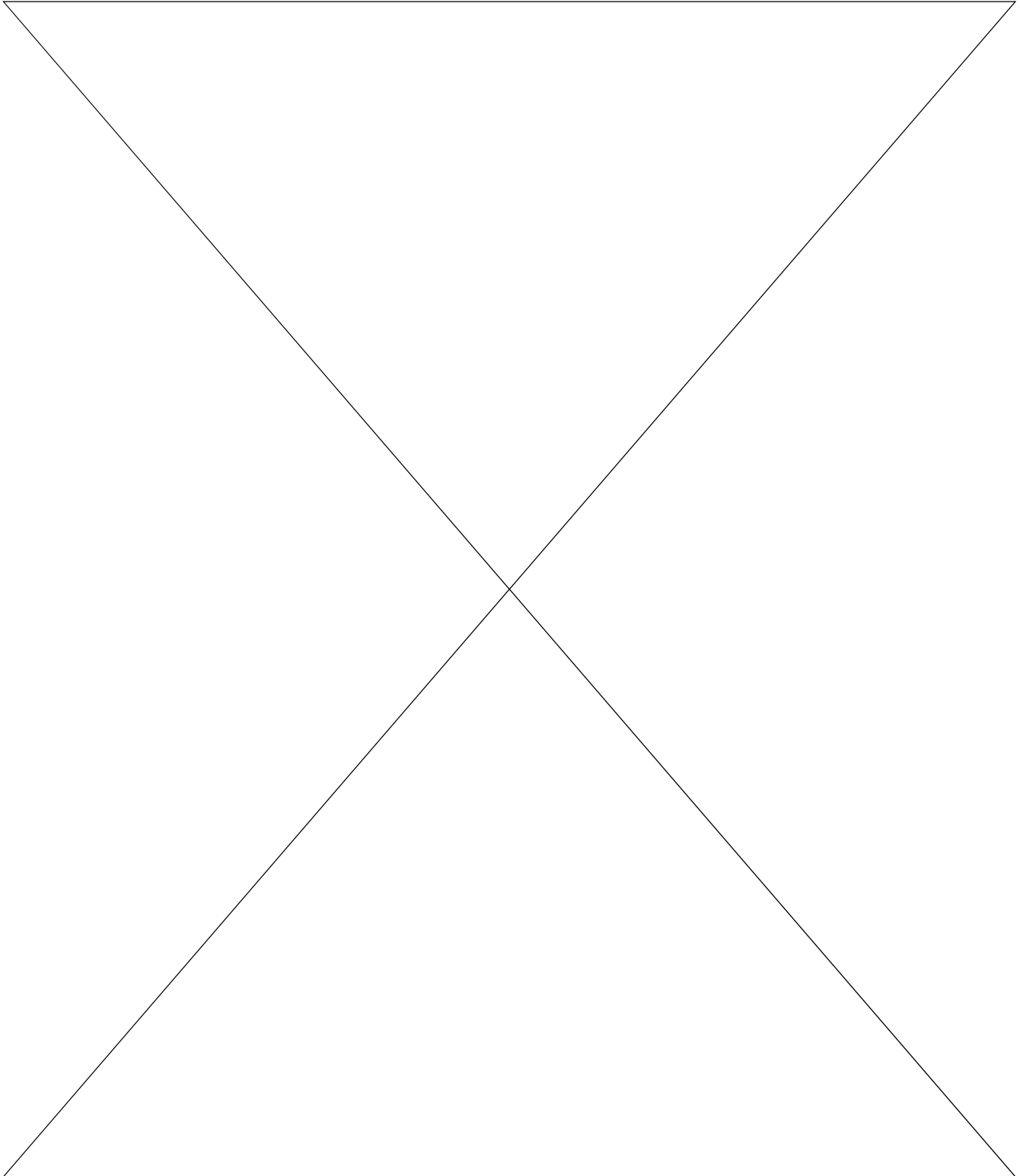
DA: Performance records/ contracts



FORM 6
PRICE BID FORMAT

AS PER BOQ UPLOADED IN CPP PORTAL

Note. Quoted rate should inclusive all incidental charges (if any). No additional amount will be paid by IIMC, other than mentioned in BOQ.



FORM 7

INTEGRITY PACT

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

INTEGRITY PACT FOR TENDER DOCUMENT NO

TENDER TITLE

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____202__ at _____, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

The Principal shall exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the 'Bidder/ Contractor'

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

a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to

any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

11) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

12) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

13) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.

14) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

15) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recues himself/ herself from that case.

16) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

17) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- 18) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 19) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 20) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

- 21) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- 22) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 23) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 24) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 25) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 26) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 27) For and on behalf of the Principal

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

(Name of the Officer and Designation)
(Office Seal)
For and on behalf of the Principal

Place

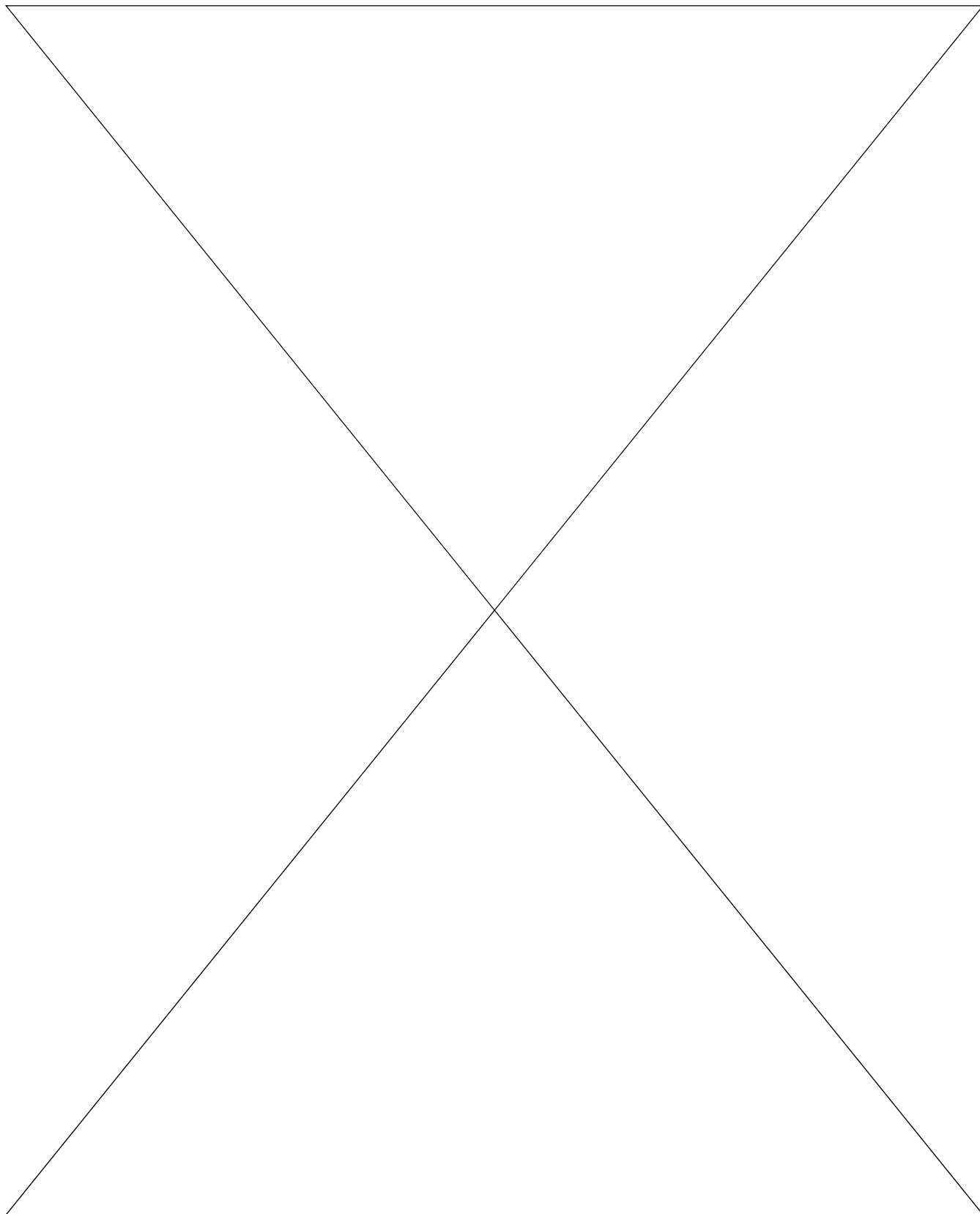
INDIAN INSTITUTE OF MANAGEMENT CALCUTTA

TENDER DOCUMENT NO: IIMC/HOUSE-KEEPING/III/23-25 DATED: 12 DECEMBER 2023

Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



CHECK LIST : DOCUMENTS TO BE UPLOADED/ ATTACHED

*Bidders are strictly advised NOT to upload/submit any additional documents other than those mentioned in this Check List. Uploading/ submitting additional/ unnecessary documents other than the documents mentioned in this Check List may lead to rejection of bids summarily. No representation in this regard will be entertained at a later stage. In case, an additional supporting documents are required by the Procuring Entity for verification purpose, the same will be 'requested for' from the Bidder. **All the documents should be uploaded in the same sequence as mentioned in the Check List below.** The list of documents are as under:-*

Ser No	Description of Document	Remarks
1.	Address proof of Head Office/ Branch Office/ Operational Office at Kolkata and its Suburban Area	Copy of Trade License or relevant document
2.	PAN	Copy of PAN Card
3.	GST Certificate	Copy of GST Certificate
4.	Bidders Experience	Copies of THREE (03) Work Order/ Contract Award along with Work Completion Certificate during the period of last FOUR (04) Financial Year starting from 2019-20 to 2022-23. In case work not yet completed, a certificate regarding successful ongoing project from the Procuring Entity be enclosed. Such certificate should be signed within the date in last one month from the last date of submission of bid.
5.	Bidders Annual Financial Turnover	Profit and Loss Statement of Bidder for any THREE (03) Financial Year out of last FIVE (05) Financial Years with effect from 2018-19 to 2022-23 duly signed by a Chartered Accountant
6.	Banking Solvency Certificate	Solvency certificate from the Banker of Bidder. The solvency certificate should not be older than ONE (01) Month from the last date of submission of bids.
7.	Certificate regarding Debarment	A self-certificate should be attached
8.	Bidders Information	As per FORM 1
9.	Terms and Conditions Compliance	As per FORM 2
10.	Bid Security Declaration for those Bidders who are registered with NSIC/ MSME	As per FORM 4
11.	MSME Certificate for those Bidders who are registered with NSIC/ MSME	Copy of NSIC/ MSME Registration Certificate
12.	Bid Security/ Earnest Money Deposit for those Bidders who are not registered with NSIC/MSME	Original Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct Government business
13.	Performance Statement	As per FORM 5
14.	Integrity Pact	As per FORM 7
15.	RFP (Request for Proposal)	Copy of this RFP duly signed and stamped on each page
(h)	P.F. Registration No.:	Copy of PF Registration Certificate
(i)	ESIC Registration No.:	Copy of ESIC Registration Certificate
(j)	Minimum 100 manpower on roll as on 31.10.2023	Proof of Salary/ Wage Register for minimum manpower on roll
(k)	ISO Certificate (If Any)	Copy of ISO Certificate (If any)