

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

**EXPRESSION OF INTEREST**

**FOR**

**SETTING UP, RUNNING, MAINTAINING AND MANAGING OF AN  
ONLINE PLATFORM CUM CAMPUS STORE ON THE CAMPUS OF  
INDIAN INSTITUTE OF MANAGEMENT CALCUTTA FOR  
PROVIDING BRANDED MERCHANDISE SERVICES TO ITS  
STUDENTS, FACULTY, ALUMNI, VISITORS AND STAFF MEMBERS**

**TENDER REFERENCE NO: *IN* *D* *S*  
DATED: *8* *th* *0***



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7. This EOI 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 EOI AND OR REJECT ANY TENDER, should it become necessary at any stage.
  
8. **Other than the terms and conditions mentioned in this EOI (Expression of Interest), the Rules and Provisions of “General Financial Regulations 2017” and “Manual for Procurement of Goods Updated in June 2022 (amended**

**SECTION – I**

**INSTRUCTIONS TO BIDDERS (ITB)**

1. **The Tender Document.** The ‘Expression of Interest’ (hereinafter referred to as ‘EOI’) details the terms and conditions for entering into a contract for “**SETTING UP, RUNNING, MAINTAINING AND MANAGING OF AN ONLINE PLATFORM CUM CAMPUS STORE ON THE CAMPUS OF INDIAN INSTITUTE OF MANAGEMENT CALCUTTA FOR PROVIDING BRANDED MERCHANDISE SERVICES TO ITS STUDENTS, FACULTY, ALUMNI, VISITORS AND STAFF MEMBERS AND FAMILIES FOR A PERIOD OF NINE YEARS**” (herein after referred as “Services”) as detailed in succeeding Sections. BIDDERS must go through the EOI Document for further details.

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

(a) **EOI are to be addressed.** EOI/Bids are to be addressed to The Director, IIMC through the SAO (Central Procurement) 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 EOI 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

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may not address the needs of all Bidders. They should conduct d

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6. **Downloading the EOI Document: Corrigenda and Clarifications.** The EOI Document can be downloaded from CPP Portal till the date and time mentioned in the tender document. Before the deadline for submitting bids, **IIMC**

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(c) Any tender received without Original Bid Security/ EMD [except those who are registered with the National Small Industries Corporation (NSIC) or Ministry of Micro and Small Enterprises (MSE)] and BID SECURITY DECLARATION CERTIFICATE (Attached as **FORM 4** to this RFEOI and for those Bidders who are registered with NSIC or 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 IIM Calcutta. Bidder can also send the Bid Security/ EMD/ Bid Security Declaration Certificate (as applicable) through Postal Service addressed to the Senior Administrative Officer (Central Procurement), 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 on or before “the 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 wh





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be in full liberty or right to enforce Bid Security Declaration and forfeiture of Bid Security/ EMD (in full or in part) in addition to other punitive actions for such misdemeanor.

**11. Rejection of Bids.**

(a) Conditional bids will be rejected.

(b) Bids without Earnest Money Deposit/Bid Security/Bid Security Declaration (as per applicability) will be rejected.

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

**12. Location of the Tender Box.** Tender box will be located at Administrative Block, Indian 12. ofl. bstä

18. **Type of Expression of Interest (EOI).**

(a) **Objective.** To meet the desired objectives of a transparent procurement that ensures value for money simultaneously ensuring upgrading of technology and capacity building it is prudent to invite an Expression of Interest (EOI).

(b) **Types.** Considering the nature of service required by the Procuri

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(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







acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed there under.

7. **Obligations of the Contractor.**

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

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

(c) Notwithstanding the above, the contractor may furnish to its holding company 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 Q)q



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- (ii) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in **Form 3** attached to this EOI.
  
- (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 annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
  
- (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.
  
- (e) To terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
  
- (f) **Without Terminating**

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(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 Goods 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 Goods are to be delivered shall be as stipulated in the contract.

(d) **Dispatches at the Last Moment or After the Expiry of the Delivery.**

(i) If the contractor locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of the Procuring Entity under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the contractor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Contractor must obtain an extension of the delivery date/period from the Procuring Entity.

(ii) As regards supplies coming from outside, if the contractor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharf age, and deterioration of Goods at the destination station and, in his interest, the contractor shall get an extension of the delivery period from the contracting Entities.

(iii) In the case of imports, the contractor must not dispatch the consignment after the expiry of the delivery period without taking a prior extension of the delivery period. Otherwise, payment against the LC shall be denied. If dispatched, it shall be at the risk and responsibility of the contractor and procuring entity shall not take any responsibility for such consignments.

(e) **Delay in the Contractor's Performance.** If the contractor fails to deliver the Goods 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:-

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- (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.

(g) **Extension of Delivery Period**

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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

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18. **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.

19. **Termination of Contract.** The contract may be terminated by serving SIXTY (60) DAYS 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.

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(r) 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

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**SECTION – III**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the EOI 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 EOI be submitted as per **FORM 2** to this EOI
  
2. **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.
  
3. **Repeat Order**



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

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

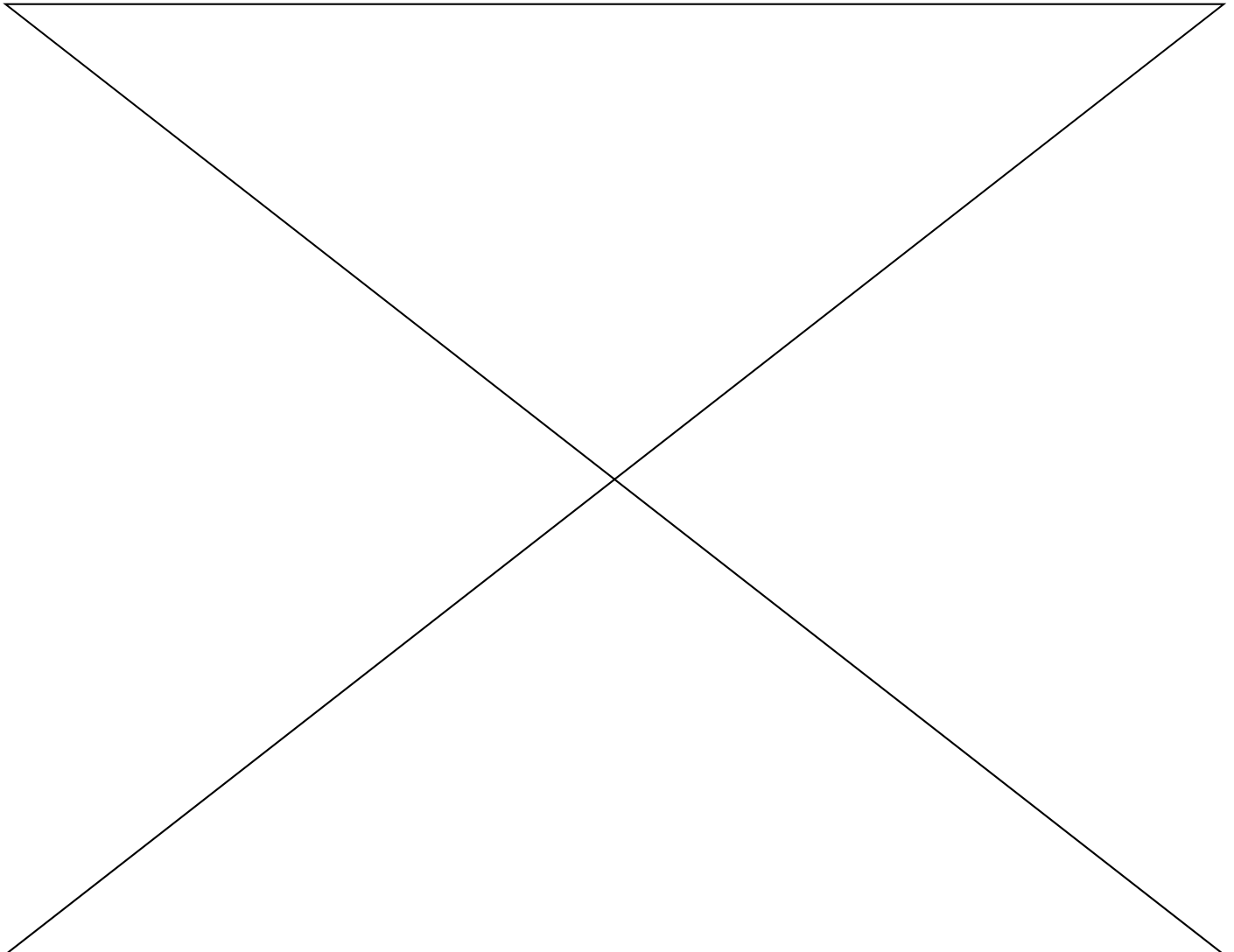
**8. Terms and Mode of Payment.**

(a) The price will be quoted by the Firm shall remain unchanged during the contract period and extensions, if any.

(b) Goods & Service Tax, if any, shall be paid at the applicable rate.

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

**10. 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.



**SECTION IV**

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

1. **Schedule of**



**SECTION – V**

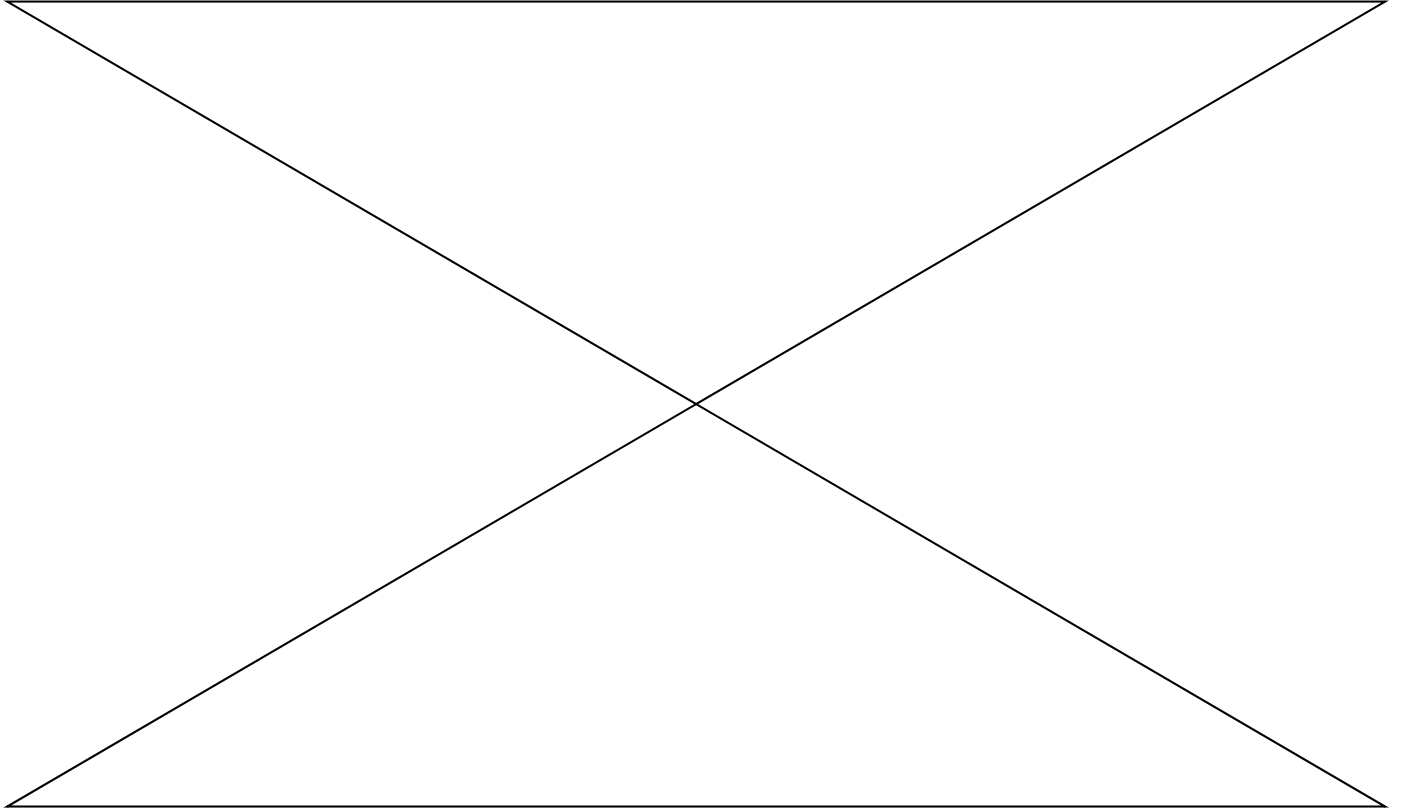
**ELIGIBILITY CRITERIA OF BIDDERS**

1. The Interested Company/ Firm/ Agency shall fulfil the follow



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2. **Award of Contract.** Contract shall be awarded to the successful bidder after the Second Stage of Bidding
  
3. **Price Bid Format.** Unless otherwise mentioned in this EOI, the Price Bid Format is as per BOQ (Bill of Quantities) which will be uploaded in the Second Stage of bidding









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**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:

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**FORM 5**

**PERFORMANCE STATEMENT**

**STATEMENT OF SUPPLIES DURING LAST FIVE 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. \_\_\_\_\_