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

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

Yours Sincerely,

Sd/-x-x-x-x-x-x

(Zulfqar Hasan)

Senior Administrativ

F -x-x-x-x-

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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. \_\_\_\_\_ . 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. \_\_\_\_\_ . 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, quality and performance aspects, commercial terms and conditions and documents sought in this RFP except the price and relevant financial details. In this Ini

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(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 Nil values in the rate column, without any alteration/ deletion/ modification of other portions of the





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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 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. \_\_\_\_\_ Delivery of items should be completed within FORTY-EIGHT (48) HOURS after issuance of Purchase/ Work Order. Non-availability of the stock should be informed in writing immediately. No part supply will be allowed. Defective items or items not as per given brands or samples, if any supplied must be taken back and be replaced with no additional cost.

18. \_\_\_\_\_

19.

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1. \_\_\_\_\_.

(a) \_\_\_\_\_ Unless otherwise stipulated in SCC, the contract shall be written in

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shall be deemed conditional and shall not be binding on the Procuring Entity unless it is incorporated in a formal document and signed by the Procuring Entity, and unless then the Procuring Entity shall have the right to reject such arrangements.

(ii) \_\_\_\_\_. 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. \_\_\_\_\_.

(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/executed. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3. \_\_\_\_\_. Unless otherwise stipulated in the contract, if after the last deadline for the bid submission, 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 not 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.

4. \_\_\_\_\_.

(a) \_\_\_\_\_.

(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.

(ii) The effective date of such communications shall be either the date when delivered to the recipient or the effect D cA e7 A d e cu

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(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.







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(ii)

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(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.



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- (n) As per decision of the Arbitration Tribunal.
  - (o) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.
  - (p) At the end of contract period / termination of the contract, the agency shall hand over the charge to the new Service Provider (appointed by IIMC) without any hindrance.

22.

\_\_\_\_\_.

(a) \_\_\_\_\_.

(i) . In case the contractor undergoes insolvency or

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(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)



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

(a)	Bidder should have an Office/ Branch Office/ Operational Office in Kolkata Suburban Area within 60kms radius of IIMC.	Copy of Trade Licence or Municipality Enlistment Certificate and documents such as Google map or likewise to be submitted to establish the same.
(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 in providing similar services.	Copies of THREE (03) Work Order/ Contract Award along with Work Completion Certificate during the period of last THREE (03) Financial Year starting from 2020-21 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. Start-ups may be considered with lesser experience as per policy of Department of Industrial Policy and Promotion (DIPP).
(e)	Bidder shall have an average turnover of Rs 10 Lakh per annum for (03) Financial Years with effect from 2020-21, 2021-22 & 2022-23	For this purpose the bidder/ applicant shall submit audited balance sheet for the last THREE (03) Financial Years with effect from 2020-21, 2021-22 & 2022-23. Start-ups may be considered with lesser experience as per policy of Department of Industrial Policy and Promotion (DIPP).
(f)	The bidders should have made net profit in the last 3 Financial Years (2020-21, 2022 & 2022-2023).	Audited Balance Sheet / Certificate from the CA Certifying the same. Start-ups may be considered with lesser experience as per policy of Department of Industrial Policy and Promotion (DIPP).

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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.	E-mail ID of proprietor in which all communication will be send		
12.	Name of one point contact person regarding Bid clarification		
13.	Contact number of one point contact person regarding Bid Clarification		
14.	E-mail ID of one point contact person reg e		





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To  
The Director

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

Tender Document No. Tend No. \_\_\_\_\_;

Tender Title: \_\_\_\_\_;

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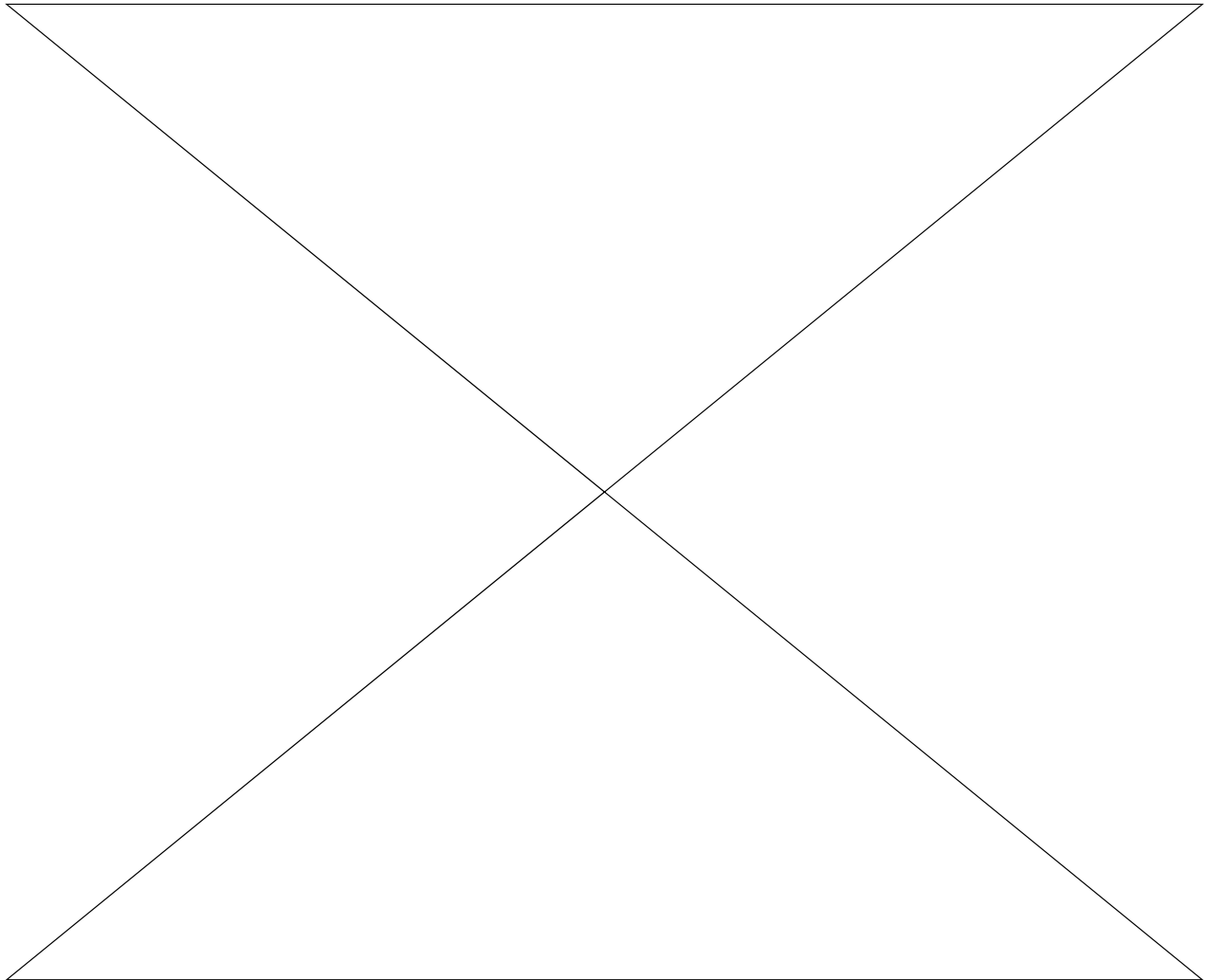
. Quoted rate should inclusive all incidental charges (if any

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12.	Performance Statement	As per FORM 5
13.	Integrity Pact	As per FORM 7
14.	RFP (Request for Proposal)	Copy of this RFP duly signed and stamped on each page



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(To be signed on Plain Paper)  
(To be submitted as part of Tech





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

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

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

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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.

This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Kolkata.

14) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

15) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

16) 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.

17) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

18) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

19) 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  
Date

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

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(Ref Para 2 of Section V of IIMC RFP No IIMC/NIT/PUR/RC/ PGRMKIT/2024-26 dated XX June 2024)

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1. The schedule of work / schedule of requirement is as under:-

Sl No.	item	Remarks
1.a	Backpack with IIMC Logo : Wildcraft or substantially equivalent	* **
1.b	Backpack with IIMC Logo (Slim size, SF 4 (O) 09001 AMT TROT 3.0 (American Tourister or substantially equivalent)	* **
1.c	Backpack Bag with IIMC Logo (Slim size, CADPROLP BP (1/O) Blue SF 4 (O) 09001 AMT TROT 3.0, Sky Bag or	

Sl No.	item	Remarks
14.	Supply & Installation-Banner with Black Back Quality Print (special) 6'x12'	
15.	Supply & Installation - Banner with Black Back Quality Print (special) 6'x8'	
16.	Supply & Installation - Banner (Normal) 6'x8'	
17.	Supply & Installation - Banner (Normal) 6'x20'	
18.	Supply & Installation - Banner (Normal) 20'x10'	
19.	Supply & Installation - Banner with Black Back Quality Print (special) 6'x9'	
20.	Supply & Installation - Banner with Black Back Quality Print (special) 6'x4'	
21.	Supply & Installation - Standee (Normal) 6'x3'	
22.	Supply & Installation - Standee with Black Back Quality Print (special) 6'x3'	
23.	Supply & Installation - Banner with Black Back Quality Print (s	

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