

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

TENDER DOCUMENT

FOR

**SELECTION OF VENDOR(s) TO ENTER INTO “RATE CONTRACT (RC)” FOR
PROCUREMENT OF FORMAL COLLARED T SHIRTS OF REPUTED BRANDS FOR A
PERIOD OF TWO YEARS FOR INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

**TENDER REFERENCE NO: *IIMC/PUR/RC/TSHIRT/2023 25*
DATED: 03 AUGUST 2023**

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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(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**

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in June 2022 (amended from time to time)” will be in vogue in case vngu022

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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 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

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

- (a) **Relationship between Bidder and e Procurement Portal**

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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 Period.**

Delivery of items should be completed within FORTYEIGHT (48) HOURS after receiving of Purchase/ Work/ Demand Order.

18. **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.

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

Ser No	Events	Date	Time
(a)	Published on CPP Portal	03 August 2023	1630 Hrs
(b)	Bid Submission Start	03 August 2023	1630 Hrs
(c)	Pre Bid Meeting	16 August 2023	1500 Hrs
(d)	Bid Submission End	23 August 2023	1100 Hrs
(e)	Technical Bid Opening	24 August 2023	1100 Hrs
(f)	Financial Bid Opening	After opening of Technical Bid	

SECTION – II

ADDITIONAL INSTRUCTIONS TO BIDDERS (AITB)

1. **Rate Contract.** A Rate Contract (RC) is an agreement between the Procuring Entity and the Supplier

(e) **Supply Orders and Deliveries.**

(i) Supply (withdrawal/ offtake) orders for obtaining supplies through the rate contract, incorporating a definite quantity of Goods along with all other required conditions following the rate contract terms, shall be issued by the Procuring Entity or its nominated representative. Such representative(s) shall be nominated and authorised during the contract period by the Procuring Entity to place such Supply orders directly on the Contractor.

(ii) The Contractor shall deliver the quantities thus ordered as per the terms and conditions of the Supply Order and the Rate Contract.

(iii) Procuring Entity is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders shall be affected beyond the validity period of the rate contract, all such supply shall be guided by the terms & conditions of the rate contract.

(f) **Right to Repeat Competitive Bidding.**

(i) Procuring Entity reserves the right to undertake repeat competitive bidding through open/ advertised tenders on the same terms & conditions, including specifications during the validity period of existing valid Rate Contract.

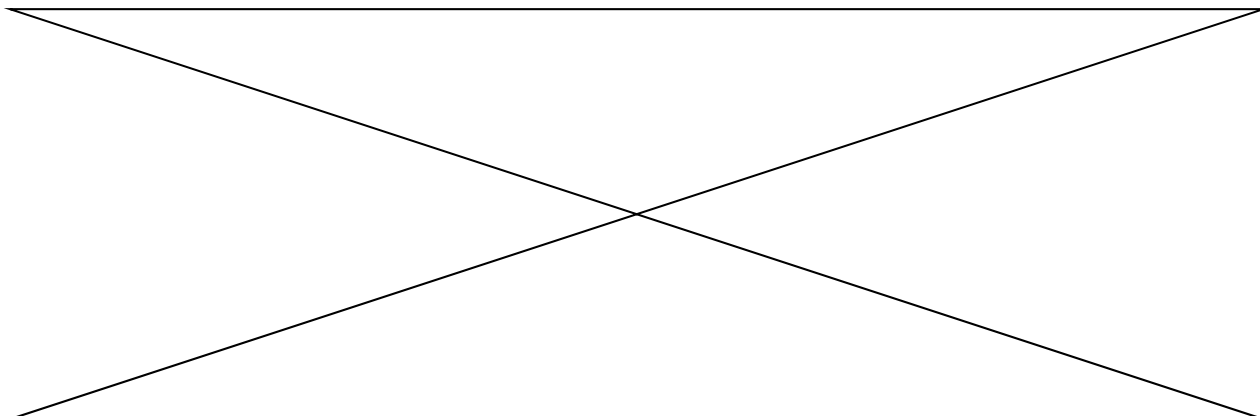
(ii) In such cases, the existing Rate Contract holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided.

(iii) If the prices received are found lower than the existing Rate Contract prices, new Rate Contract may be awarded at reduced prices.

(iv) Existing Rate Contract at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the Fall Clause.

(g) **Short Closing or Renegotiation of the Rate Contract.** During the currency of the Rate Contract, the Procuring Entity can short-close the Rate Contract or renegotiate the price by serving a suitable notice of THIRTY (30) DAYS.

(h) **Renewal of Rate Contracts.** In case, it is not possible to conclude new Rate Contract before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the Rate Contract holders. Rate contracts of the firms, who do not agree to such extension, shall be left out. The period of such extension would generally not be more than TWO (02) extensions of THREE (03) MONTHS each.



SECTION – III

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**

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- (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/**

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**.

- (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

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**

(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 Goods detailed therein,

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.

(i) **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:-

(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.

(j) **Inordinate Delays.** Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such i

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- (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)

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rights to retain the rejected stores till the price paid for such stores is refunded by the contractor or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Goods without being entitled to any extra payment on that or any other account.

(ii) All rejected Goods shall, in any event, and circumstances remain and always be at the contractor's risk immediately on such rejection. If the contractor does not remove such Goods within the periods aforementioned, the Procuring entity /inspecting officer, as the case may be as per the place of rejection, may remove the rejected Goods. The Procuring Entity or Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as it may decide or dispose off such Goods at the contractor's risk and on his account and retain such portion of the proceeds from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Procuring Entity shall, in addition, be entitled to recover from the contractor ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.

(iii) Disposal of rejected goods in an aforesaid manner shall not exonerate contractor but still hold him liable to pay to the procuring entity, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the contractor and any inspection charges. The Purchaser can take action as per contract terms against the contractor.

SECTION IV

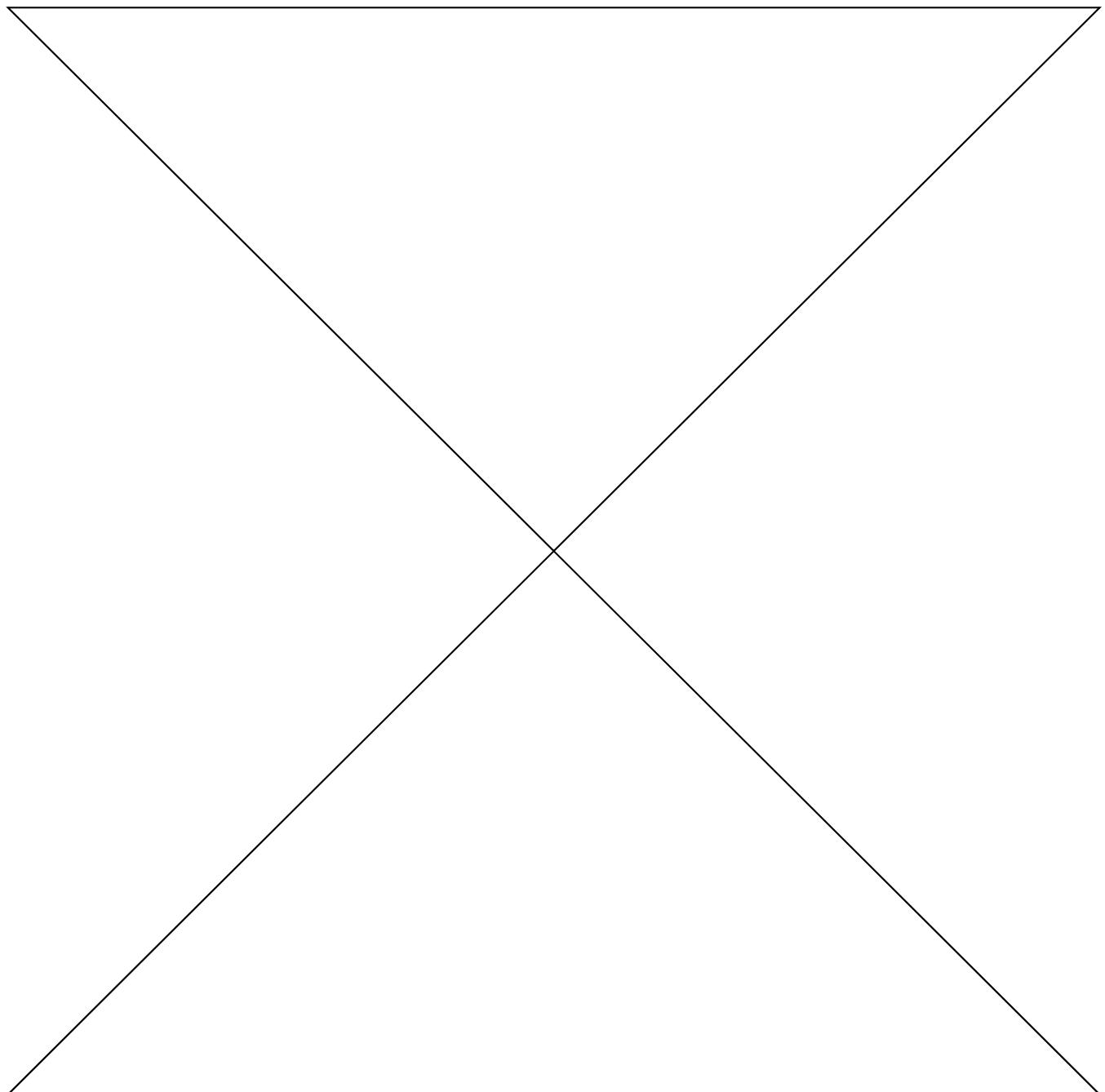
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SECTION V

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

1. **Rate Contract.** A Rate Contract (RC) is essentially a price agreement between the Procuring Entity and the Supplier for supply of specified goods (and allied services, if any) at specified rate and terms and conditions (as incorporated in the agreement) during the period covered by the RC. No minimum quantity is guaranteed in the RC.

2. **Schedule of Requirement/ Scope of Works (SOR/SOW).** The approx. total quantity required for two (02) years as mentioned in **Appendix 'A'** is merely a tentative requirement worked out based on the past consumption pattern. The exact requirement may increase/decrease. No minimum drawl is guaranteed in the RC. The RC is in the nature of a standing offer from the Supplier. Accordingly, Schedule or Requirement is prepared and attached as per **Appendix 'A'** attached to this RFP.



SECTION VI

TECHNICAL SPECIFICATION AND QUALITY ASSURANCE

1.

SECTION VII

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
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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 p C]		

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FORM 3

BANK GUARANTEE FORMAT FOR PERFORMANCE

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

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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

- 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

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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	

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: