

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

INDIAN INSTITUTE OF MANAGEMENT CALCUTTA
TENDER DOCUMENT NO: IIMC/PUR/RC/Tshirt/2023 25 DATED: 05 SEPTEMBER 2023

| | | | | |
|----------------------|--|--|-----------------|-----------------|
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| | (c) | Repeat Order Clause | | |
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| | (e) | Prices and Payments | | |
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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,

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(a) Technical Bid/ Cover

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

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

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12. Location

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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

ADDITIONAL INSTRUCTIONS TO BIDDERS (AITB)

1. **Rate Contract**

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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

(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**

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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

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(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 ob

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- (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.

(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 effectivee a he bynd t e

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- (ii) The contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to the Procuring Entity to extend the delivery period and obtain the same before despatch. If the contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Procuring Entity.
- (e) **Part Supplies.** The Contractor shall not arrange part-shipments and/ or transshipment if not stipulated in the contract without the express/ prior written consent of the Procuring Entity.
- (f) **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 Goods 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.
- (g) **Notification of Delivery.** Notification of delivery or despatch regarding every installment shall be made to the consignee and to the Procuring Entity immediately on despatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, packing list of the consignment and the contract references. All packages, containers,

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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

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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 rela

(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

23. **Inspection,**

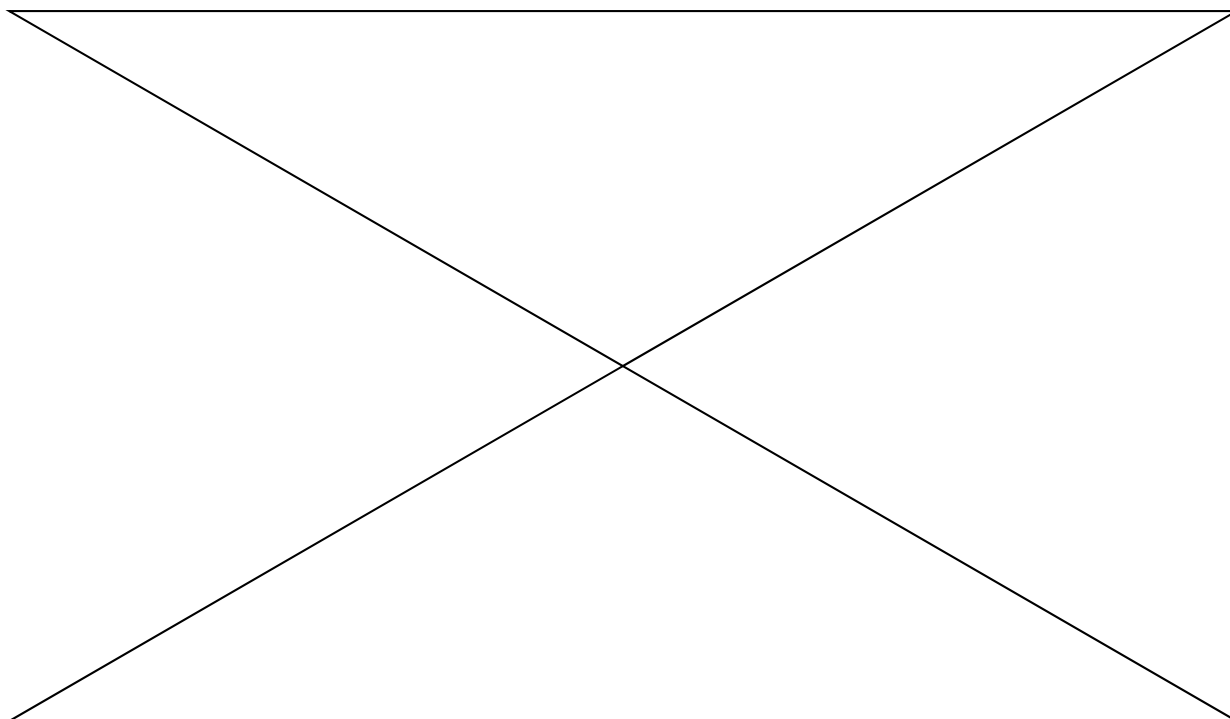
contract besides the cost of goods if already paid to the contractor and any inspection charges. The Purchaser can take action as per contract terms if the contractor fails to pay the amount due to him.

(iv) Where under the contract the price payable is fixed F.O.R. dispatching station, the contractor shall, if the Goods are rejected at destination by the consignee, be liable, in addition to his other liabilities, including a refund of price recoverable in respect of the Goods so rejected, to reimburse to the Procuring Entity the freight and all other expenses incurred by it in this regard. The Contractor shall be allowed to take back rejected Goods only after such refunds are received by the Procuring Entity.

(c) **Goods Receipt and Inspection Report.** If the received consignment successfully passes the quantity and quality checks, procuring Entity shall issue a Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name). The contractor may claim payment based on this document inter-alia other specified documents.

(d) **Rejection of Consignment by the Consignee.** If the received consignment or part thereof fails to pass quantity and quality checks, the Procuring Entity shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected consignment. The Contractor shall take back the rejected consignment as mentioned above within FORTY EIGHT (48) HOURS unless otherwise stipulated in the contract. Failing which demurrage charges will be applied to the Bidder as per the discretion of Procuring Entity and such charges shall be recovered from any Bills/ Invoice pending with this Institute. In case NO Bills/ Invoices are pending with IIMC, Procuring Entity may recover such charges from Performance Security Guarantee held with IIMC.

(e) **Short Receipt Certificate.** If the quantity received is less than claimed/ invoiced, GRIR/Rejection Note shall be issued only for the received quantity. In such cases, a short receipt certificate shall also be issued by the consignee.



SECTION IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.A Acceptance of Special Conditions of Contract

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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 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 |
|---------------|---|--|
| (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 2018-19 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 20Lakh 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. |

2. Bidders are advised to upload/ attach only relevant and valid documents. Uploading/ attaching unsolicited documents/ certificates may lead to rejection of 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 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 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^d mobile number and _____^o is my officialⁿ e mail id. Any communication done by the buyer on _____] _____”

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FORM 2

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FORM 3

BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

To

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FORM 4

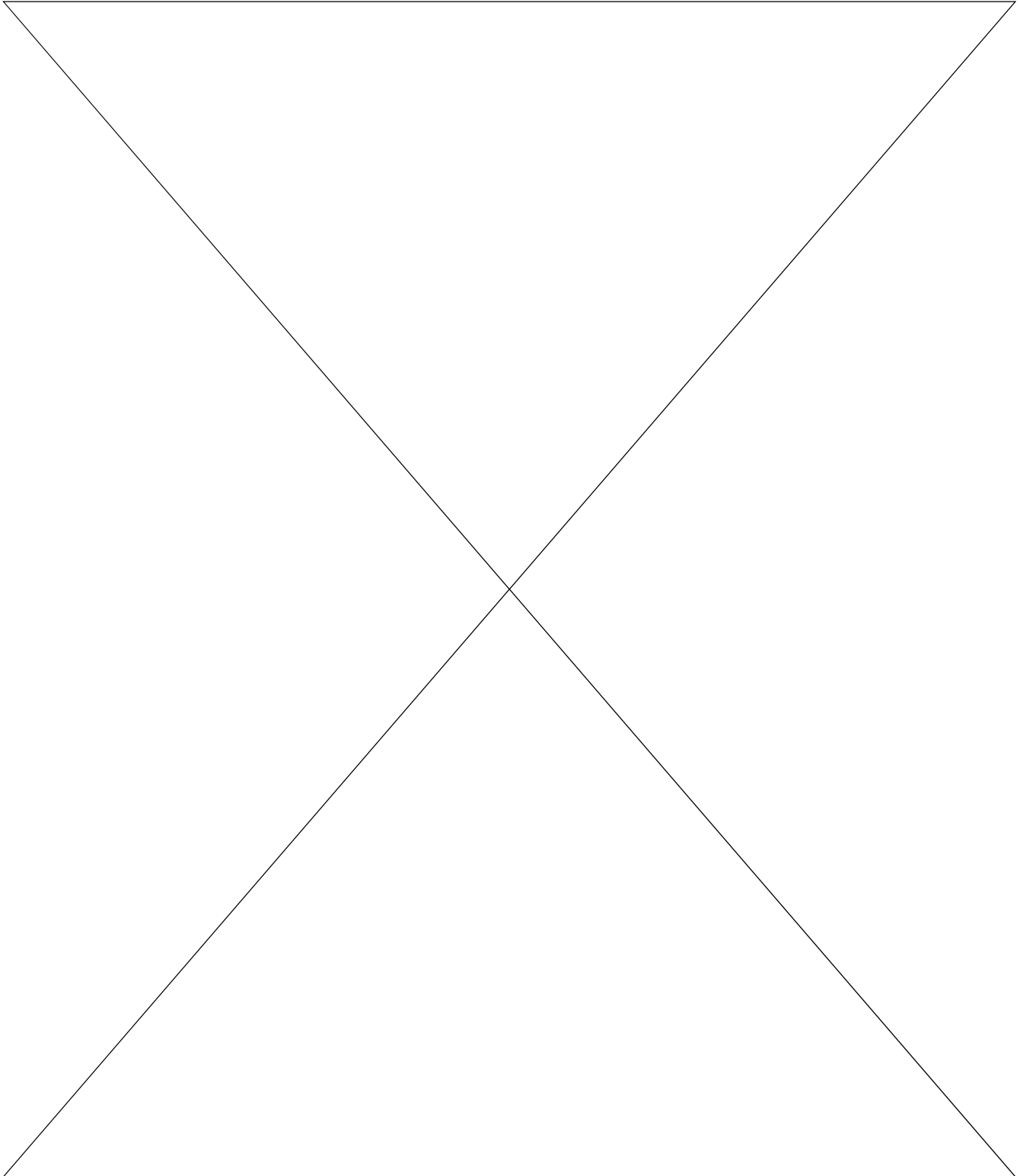
BID SECURITY DECLARATION CERTIFICATE
(AS PER APPLICABILITY)

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.

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



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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

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 the purpose of monitoring the tender process.

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FORM 8
MANUFACTURER'S AUTHORIZATION FORM (MAF)
(To be submitted as part of Technical bid)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No. _____

We _____ who are established and reputable
manufactures of _____ having factories at _____ and _____ do
hereby authorize M/s _____

CHECK LIST : DOCUMENTS TO BE UPLOADED/ ATTACHED

Bidders are strictly advised NOT to upload/submit any additional documents other

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

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

| Sl. No. | Preferred Brand | Texture | Colour | Size | Embroidery Type / Material/ Colour | Remarks |
|---------|-----------------------|--------------|--|--------------------|---|---------|
| 1. | Monte Carlo | Cotton Based | Standard Colours (Navy Blue, Blue, Black, Maroon, Teal, Grey & Bottle Green) | All Standard Sizes | IIMC Logo to be Embroidered on the left side (Front) of the T-Shirt | |
| 2. | U.S. Polo Association | | | | | |
| 3. | Lotto | | | | | |
| 4. | Adidas | | | | | |
| 5. | Puma | | | | | |

2. **Requirement.** The approx. total quantity required for two (02) years is 5000 Nos. The quantity is merely a tentative requirement worked out based on the past consumption pattern. The exact requirement could be increased / decreased. No minimum drawl is guaranteed in the RC. The RC is in the nature of a standing offer from the Supplier.

