



REQUEST FOR PROPOSAL

INDIAN INSTITUTE OF MANAGEMENT ROHTAK
(MANAGEMENT CITY, NH-10, SOUTHERN BYPASS, SUNARIA,
ROHTAK, HARYANA-124010) Phone: 01262-228510

Limited Tender Inquiry

For

Invitation of Bids for “ONSITE SUPPLY/PURCHASE OF 210 NO. TABLETS (TABS)” (Title of RFP) No.IIM-R/ITRC/FY2020-21/LTE/04 dated 27.08.2020.

Processing fee: Rs.1180.00 (Rupees One Thousand one hundred eighty only) in the form of DD in favor of “Indian Institute of Management Rohtak”, or by NEFT in to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244 (Compulsory & Non-refundable in all cases).

Last date and time for depositing the sealed Bids.03.09.2020 Tender (with EMD & processing fee in the form of DD in originals or proof of direct deposit) documents/hard copies must be submitted offline in sealed cover at IIM Rohtak positively before closing date/time as mentioned on tender document, duly filled and signed using same colour ink on all pages by Auth. Signatory/Proprietor with company's seal stamped on each page.

Tender No.: IIM-R/ITRC/FY 2020-21/LTE/04

Brief description of Proposal

1. Offline bids/tenders (In sealed covers) are invited for "ONSITE SUPPLY /PURCHASE OF (Two Hundred Ten Only) 210 NO.TABLETS(TABS) (HP/iBall/INTEX/Panasonic/Micromax/Dell/Samsung/Lenovo/Acer) OEM" as per the details listed in Part III of this RFP, under which the competent & interested sellers shall supply the ordered items at New Campus of IIM Rohtak, (at Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN-124 010) as per the details listed in Part III of this RFP. Hard copies of tender document/RFPs duly ink signed/stamped by the authorised signatory with all supporting documents including credential documents and financial/price bids are to be submitted/deposited in sealed covers at the below given address/place.

Summary of important dates and details

SI	Information	Important Dates/Time
1	Date of Publishing/Hosting of Tender	27/08/2020
2	Date/Time of closing of Tender submission	03/09/2020 at 3:00 pm
3	Date/Time of Opening of Bids (Technical/financial)	03/09/2020 at 3:30 pm
4	Processing Fee	Rs.1180.00 (One Thousand one hundred eighty only) in the form of DD in favor of "Indian Institute of Management Rohtak", or by NEFT in to Acct. No.252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244 (Compulsory & Non-refundable in all cases).
6	Bid security/EMD(Earnest Money Deposit)	Rs.48,494/- (Rupees Forty Eight Thousand Four Hundred Ninety Four Only)
7	Approximate Tender Value (In Rs.)	19,39,770/- (Rupees Nineteen Lakh Thirty Nine Thousand Seven Hundred Seventy Only)
8	Period of validity of Tender/Bids	Minimum 90 days from closing date.
9	Place of bid opening	Room No.101 (First Floor), Administrative block of IIM Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN - 124010).
10	Delivery Time	Within 6 days from the issue of purchase order

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below-
- Bids/queries to be addressed to:** The Director, Indian Institute of Management Rohtak
 - Postal address for sending the Bids:** Indian Institute of Management Rohtak (Management City, NH-10, Southern Bypass, Sunaria, Rohtak, Haryana-124010).
 - Name/designation of the contact personnel:** Systems Administrator
 - Telephone numbers of the contact personnel:** 01262-228510 (Mob.) +91 7082001610
 - E-mail ID of contact personnel:** itrc.iimr@iimrohtak.ac.in
 - Fax number:** 01262-274051
3. This RFP is divided into five Parts as follows:
- Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
 - Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being **issued with no financial commitment** and the IIM Rohtak (the buyer hereafter) reserves the right to change or vary any part thereof at any stage. **Buyer also reserves the right to withdraw** the RFP, should it become necessary at any stage.

Part I – General Information

1. Last date and time for depositing the bids: Tenders have to be submitted **on 03.09.2020 at 3 pm** (Date to be mentioned in terms of DD MM YEAR) **bid with EMD & processing fee in the form of DD in originals or proof of direct deposit** bids must be deposited by the due date and time as given above at Indian Institute of Management Rohtak (Management City, NH-10, Southern Bypass, Sunaria, Rohtak, Haryana-124010). The responsibility to ensure this lies with the Bidder.

2. Manner of submission of bids: Sealed bids should be submitted/dropped in the Tender Box marked as "TENDER BOX No.-I" or **sent by registered post at the address given above** so as to reach by the due date and time. **Late tenders/submission of bids will not be considered for evaluation.** No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. **Bids sent by Fax or E-mail will not be considered** (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of bids: **on 03/09/2020 at 3:30 pm** (If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Location of the Tender Box: "MAIN ENTRANCE GATE OF ADMINISTRATIVE BLOCK" of Indian Institute of Management Rohtak at Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana-124010, only those bids that are found in the correct tender box (as mentioned above) and submitted/dropped in correct tender box within given time frame will be opened, bids dropped in the wrong Tender Box or not submitted successfully in time will be rendered invalid.

5. Place of opening of the Bids: Room No.101 (First Floor), Administrative block of IIM Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN - 124010). The Bidders may depute their representatives of appropriate level, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

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6. Single Stage (Single bid) system-Yes, Bids have to be submitted in single stage (one bid) and would be opened on the time and date mentioned above. Bids/tenders of only those firms will be evaluated, which are found compliant/suitable after the buyer's duly appointed tender committee does technical-commercial evaluation.

7. Submission of Bids – Bids with all supporting documents should be submitted by bidders on their original memo/letter pad inter alia furnishing details like GST number, Bank address with NEFT Account if applicable, etc. and complete postal & e-mail address of their office **with all self-attested/signed copies of relevant document proving their credentials including audited balance sheets (as asked/mentioned below) and with EMD & processing fee in the form of DD in originals or proof of direct deposit** as well in sealed cover at IIM Rohtak positively before closing date/time as mentioned on tender document-

Sl.	Information required	Details to be furnished by the proposer/bidder (Please upload/attach self-attested supporting documents as filled in below to prove your credentials)	
01.	Name of Firm		
02.	Nature/name of business		
03.	Shop/Company Act. registration no & date of reg.		
04.	Registered office address		
05.	Phone of Registered office		
06.	Other offices address with Cont. No./Person Name		
07.	Website/Email ID of Firm		
08.	Name of Proprietor/Managing Director		
09.	Contact no of Proprietor/Managing Director		
10.	PAN No. of Firm/Proprietor		
11.	GST registration no. of Firm if applicable		
12.	Firm's Bank account/NEFT details with IFS Code (attach ECS mandate or copy of cheque)		
13.	Annual Turnover of the company in Rupees (Please attach proof/audited balance sheet copies of previous three financial	FY 2018-19 (In Rs.)	FY 2019-20 (In Rs.)

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than **02(two) days prior to the date of opening of the Bids**. Reply to the queries and their clarification by the purchaser will be updated on www.iimrohtak.ac.in and www.eprocure.gov.in only; all interested parties/bidders are required to visit the given websites on regular intervals for latest updates/developments.

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but a signed confirmation copy to be sent by post should follow it and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid can be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security/EMD.

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD if applicable. Conditional tenders will be summarily rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP (If applicable).

13. Validity of Bids: The Bids should remain valid for **minimum 90 days** from the last date of submission of the Bids.

14. Earnest Money Deposit- Bidders are required to submit Earnest Money Deposit (EMD) for amount of **INR Rs.48,494/- (Rupees Forty Eight Thousand Four Hundred Ninety Four Only)** along with their bids (must be attached with the hard copies of technical bid in case of single stage two bid system). The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of in the form of DD in favor of "**Indian Institute of Management Rohtak**", or by **NEFT in to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244**) from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid/deposited for a period of forty-five days beyond the final bid validity period of the tender. EMD of the unsuccessful bidders will be returned without any interest whatsoever to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract/warranty period (or may be retained/converted in to performance security deposit for the contract period as given under PBG Para), subject to due verification/authentication form

issuing bank. Submission of EMD is exempted for those Bidders only, who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoHRD or MoHRD itself. The EMD/bid security will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. Technical Requirements – List of items required is as follows:

Sl. No.	Item descriptions
1.0	<p>Minimum Specifications For Tablet (TAB) are as specified below :-</p> <p>1) Screen Size: “8.0”, Resolution: 1280 x 800, TFT, 16M Color, 2) 5100 mAh Battery. 3) RAM- 2GB, ROM-32GB, MicroSD (Expandable up to 256 - 512 GB) 4) Android 9.0 (Pie), Quad-core 2.0 GHz 5) Rear Camera – Min. 8.0 MP, Front Camera – Min. 2.0 MP. 6) Dual Speaker, Bluetooth v4.2, USB 2.0, GPS, 4G: TDD LTE with associated accessories.</p>

2. Warranty contract period – One year from Successful delivery and serviceability check by the Institute

3. Delivery and Transportation –At supplier/Seller/Service provider’s expense.

4. Delivery location – Stores/ITRC Office of Indian Institute of Management Rohtak (Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN - 124010)

5. Consignee details – Indian Institute of Management Rohtak (Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN - 124010)

Part III – Standard Conditions of Tender

The Bidder is **required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below on their original letter head which will automatically be considered as part of the Letter of Award/Contract concluded with the successful Bidders** (i.e. Seller/Seller/Service provider in the Contract) as selected by the Buyer. **Failure to do so may result in rejection of the Bid submitted by the Bidder.**

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India, subject to Rohtak jurisdiction.

2. Effective onsite delivery period (Against each issued purchase/demand order): **Within 6 (Six) days** from purchase order issue or demand date and shall remain valid until the complete obligations by both the parties under the purchase order/agreement/contract. The deliveries, supplies, installation and performance of the items/services shall commence from the effective date of the purchase order issue date.

3. Arbitration: In the event of any dispute/difference/question (referred to as “dispute” hereinafter) between the IIM Rohtak and the contracting agency/seller out of or in any way concerning this contract in respect of any matter, which cannot be settled mutually, shall within 30 days from the date one party informs the other in writing that such a dispute exists, be referred to the conciliator appointed by the Director IIM Rohtak or any other competent authority of the institute. The conciliator shall give written decision within 28 days of receipt of a notification of dispute. The conciliator shall be paid per seating basis and the cost (fee, transport charges etc.) of conciliator shall be borne equally by both the parties. In case decision of conciliator is disputed by either of the parties, it may request to the Director IIM Rohtak to appoint an Arbitrator within 28 days of the written decision of the conciliator. In neither party refers the dispute (s) for arbitration within the aforementioned 28 days, the conciliator’s decision shall be final and binding. Otherwise the dispute shall be referred to the Arbitrator appointed by the Director IIM Rohtak or any other competent authority of the institute for settlement of the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

4. Penalty for use of Undue influence: The seller/Seller/Service provider 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 order/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 order/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 seller/Seller/Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller/Seller/Service provider) or the commission of any offers by the seller/Seller/Service provider 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 Buyer to cancel the contract and all or any other contracts with the seller/Seller/Service provider and recover from the seller/Seller/Service provider the amount of any loss arising from such cancellation. A decision of the Buyer’s/Competent Financial Authority (CFA) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller/Seller/Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller/Seller/Service provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the seller/Seller/Service provider to such liability/ penalty as the Buyer 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.

5. Agents / Agency Commission: The Seller/Service provider confirms and declares to the Buyer that the Seller/Service provider is the original manufacturer of the services/products referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller/Service provider; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Service provider agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Service provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller/Service provider will be liable to refund that amount to the Buyer. The Seller/Service provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller/Service provider who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above MIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller/Service provider has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller/Service provider, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of the Buyer, the Seller/Service provider/other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract/purchase order, the Buyer may, at his discretion, withhold any payment until the completion of the supply/commissioning/installation/contract. The BUYER may also deduct from the SELLER as agreed, **liquidated damages to a sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores/services delivered late, for each week or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 10% of the invoice value.**

9. Termination (Cancel) of Contract: The Buyer shall have the right to terminate (Cancel) this Contract/Order in part or in full in any of the following cases:-

- a) The Agency shall be fully responsible for faithful compliance of the provisions of the LoA/purchase/Work Order/Agreement. Any breach or failure to perform the same may result in termination of the purchase order/Work Order/Agreement and forfeiture of the security deposit as well as other legal recourse.
- b) The Company providing items/services is declared bankrupt or becomes insolvent.
- c) Any misconduct/misbehaviour on the part of employees etc. deployed by the seller/agency will not be tolerated and the same must be replaced with suitable and equivalent immediately, failing to comply with same will lead to termination of order/contract.
- d) The Buyer has noticed that the Seller/Service provider has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- e) The Director, IIM Rohtak reserves the right to reject any or all tenders in whole or in part without assigning any reason thereof and decision of the Director, IIM Rohtak shall be final and binding on the sellers/agencies in respect of any clause covered under the contract/PO.

10. Notices: Any notice required or permitted by the contract shall be written in the Hindi or English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The Seller/Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the order/Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The seller/service provider shall indemnify the Buyer against all claims from a third party at any time on account of infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacturer or use. The Seller/Service provider shall be responsible for the delivery of item/services irrespective of infringement of any or all the rights mentioned above.

13. Amendments: No provision of present proposal/Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of order/contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14) Taxes and Duties

- a. If Bidder desires to ask for GST, statutory compliances, duties etc., the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
- c. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- d. If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes applicable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices

shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

e. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller/Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller/Service provider.

15. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between the IIM Rohtak and the Bidder for purchase (If required). This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific item/services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per the prescribed format will be provided on request (If required). The essential elements of the Pact will be as follows:

- a. A pact (contract) between the IIM Rohtak, "the authority or the "principal" and those companies submitting a tender for this specific activity (the Bidder");
- b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by each Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- e. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the Bid security and performance bond;
 - iii. Liability for damages to the principal and the competing Bidders; and
 - iv. Debarment of the violator by the Principal for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below on their original letter head which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** Payment will be made after successful completion of delivery, serviceability check by the Institute and submission of PBG of 5% of the order Value. EMD will be refunded subsequently,
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer may exercise an option to procure an **additional 50% 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 this option or not.
3. **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer may **order up to 50% quantity of** the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **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 50 % 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 Seller. While awarding the contract, the quantity ordered may be increased or decreased by the Buyer within this tolerance limit. It will be entirely the discretion of the Buyer to place the Repeat order or not.
5. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is available on Institutes website and can be given on request. The payment will be made as per the following terms, on production of the requisite documents: a. 100% payment in Indian rupees after successful delivery/installation/commissioning of supplied items in time and acceptance by the user subject to production of invoice in originals with all mandatory documents.
6. **Advance Payments:** No advance payment(s) will be made.

7. **Fall clause** - The following fall clause will form part of the contract placed on successful Bidder -

a. The price charged for the item/services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the item/services or offer to sell item/services of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such item/services to any person/organisation including the Buyer or any Dept., of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the item/services of such reduction of sale or offer of the sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:--

a. Exports by the Seller.

b. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

c. Sale of goods such as drugs which have expiry dates.

d. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the e.

e. Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

8. **Exchange Rate Variation Clause:** Not applicable. (Price quoted by the bidder must be quoted in Indian Rupees and the same should be **firm and valid for min. 90 days from tender closing date** and no foreign exchange rate variation would be allowed during validity of bid)

9. Risk & Expense clause

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a). Should the item/services or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the item/services or any instalment thereof, the Buyer shall after granting the Seller 07 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

b). Should the item/services or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

c). In case of a material breach that was not remedied within 07 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other item/services of the same or similar description to make goods./services.

10. Force Majeure clause

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than One (01) month, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (Fifteen) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. **Product support/warranty** – Shall be provided through respective OEM (Original Equipment Manufacturer) for the items under question or as mentioned/asked against each category.

12. **OEM Certificate:** In case the Bidder is not the OEM/manufacture, the respective bidder cum supplier firm should have MAF agreement/authorization certificate from/with the respective OEM/manufacture for sourcing & supplying the genuine Tablets etc. under this proposal.

13. **Import License:** The Bidders are to confirm that they have requisite import license (If applicable) from respective Govt. Authorities and Authorization from the manufacturer if applicable.

14. **Earliest Acceptable version-** Latest material with respective manufacturer warranty shall only be supplied under this proposal or subsequently concluded contract/Order.

15. **Transportation/delivery of items/services:** At suppliers expense on site i.e. at Indian Institute of Management Rohtak (New Campus, near Sunaria Village, Rohtak), Haryana PIN-124 010.

16. **Packing, Marking, Insurance and forwarding:** At supplier's, expense All-inclusive).

17. **Quality:** The quality of the item/services must be delivered according to the present order/Contract shall correspond to the technical

specifications/conditions and standards valid for the deliveries of the same in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the item/services suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the item/services to be supplied under this Contract shall be genuine.

18. Inspection Authority: The Inspection will be carried out by notified inspecting agency of IIM Rohtak (i.e. ITRC dept.). The mode of Inspection will be Departmental Inspection.

19. Onsite Warranty/Guarantee/free replacement – As per respective manufacturer/OEMs standard terms for all items under question or as mentioned/asked against each category (refer price bid) or free replacement against defective or substandard quality supply or malfunctioning for all mentioned items/services if not mentioned against the respective category.

Part V – Evaluation Criteria & Price Bid issues

1. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b. In respect of Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment/material as mentioned in the RFP (Part –II, Para-2). The compliance of bids would be determined based on the parameters specified in the RFP and successful onsite demonstration of the offered products/items (if felt necessary & asked) before the bids evaluation committee. The Price Bids/Commercials of only those bidders will be considered & evaluated whose bids would clear the technical specification evaluation criteria's (including onsite demonstration).
- c. The lowest price bid against each category will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - ii. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –
 1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
 2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
 3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
- d. The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty /GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / 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 Customs duty / Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty, which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.
- e. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
- f. 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.
- g. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
- h. The Lowest reasonable, economical & acceptable bids against requisite items, as mentioned in Part-V Para 2 of this RFP/proposal document will be considered further for placement of contract/Supply Order/LoA after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different/multiple bidders for being lowest in particular category of items, if situation desires. 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.
- i. Any other criteria as applicable to suit a particular case.
- j. Rates must be quoted in Indian rupees in import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the RBI/SBI/GOC declared exchange rate.

2. Price Bid Format: The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-
Seal and Sign. of Proprietor/ Auth. Signatory/Bidder

Check list –

1. Processing fee **Rs.1180.00** in the form off Acc. Payee DD or direct debit to the account as given above. **(Proof must be attached with technical bid).**
2. Duly filled and signed scanned copies of bid document by authorised signatory on all pages with company's credential documents like firms' Reg. Certificate/Partnership deed etc., company profile, GST reg. copy, all brochures of respective items/accessories with sign & seal on each page, duly attested copies of balance sheets, and authorisation letter/certificate from respective OEM Company etc.
3. Self-attested copy of all relevant supporting documents (Refer Part-I Para-7 & Part-II Para-2 above) including Power of Attorney, as applicable **(To be attached with technical bid).**
4. **EMD of Rs.48,494/- (Rupees Forty Eight Thousand Four Hundred Ninety Four Only** in originals **as per Para.14 (Part-I) of RFP (Proof/ scanned copy must be attached/deposited with bid in the tender box).**
5. **Bids must be submitted/dropped offline in the tender box before closing date/time positively.**
6. Covering/Forwarding letter of Bids shall be on original letter head of the company duly ink signed and stamped with company seal.

Part-V Para 2 (Financial Bid For amt.)

Sl. No.	Item descriptions (Tablet)	Qty.	Unit Cost without GST (Tax)	GST (Tax)	Total Cost with GST (Tax)
1.0	Minimum Specifications For Tablet (TAB) are as specified below :- 1) Screen Size: "8.0", Resolution: 1280 x 800, TFT, 16M Color, 2) 5100 mAh Battery. 3) RAM- 2GB, ROM-32GB, MicroSD (Expandable up to 256- 512 GB) 4) Android 9.0 (Pie), Quad-core 2.0 GHz 5) Rear Camera – Min. 8.0 MP, Front Camera – Min. 2.0 MP. 6) Dual Speaker, Bluetooth v4.2, USB 2.0, GPS, 4G: TDD LTE with associated accessories.	210			

PLEDGE OF COMPLIANCE

(To be given on original letter head of the company/firm by the legal owner/authorized signatory of the company/firm)

I,full name, designation....., acting on behalf of M/s.....Company/Agency name & Registered office's full address....., which is an applicant/bidder for **“ONSITE SUPPLY/PURCHASE OF Tablets ” vide Tender no IIM-R/ITRC/FY 20-2021/LTE/04 dated,27/08/2020** to the **Indian Institute of Management Rohtak** (Management City, NH-10, Southenn Bypass, Sunaria, Rohtak PIN124 010) hereby undertake that I/We have no criminal antecedents, never declared bankrupt, never black listed by any Govt./PSU/Autonomous dept./agency/body and we shall abide by all terms and conditions mentioned in this tender document and subsequently issued PO/LoA/Lol/work order/Agreement against the said tender enquiry. In the event of any breach of terms and conditions of this tender and subsequently issued PO/LoA/Lol/work order/Agreement against the said tender enquiry during the entire period of contract, we shall take the full responsibilities of any loss incurred by my agency/company employees/representatives by their negligence to IIM Rohtak including financial, time and reputation as assessed by competent authority of IIM Rohtak and my company/agency will fully compensate to IIM Rohtak for all such losses without ensuing any legal process.

Company's official seal.....

Name: Date:.....

Signature:

Place:.....

Full Address:

Pin..... Contact Nos.....

E-mail ID.....