



REQUEST FOR PROPOSAL FOR ANNUAL RATE CONTRACT

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

Phone: 01262-228600

Limited Tender Enquiry

For

**Invitation of Proposals for Annual Rate Contract for
“Onsite Supply/Purchase of Housekeeping & Refreshment Items”
(Title of RFP) No. IIM-R/S&P/FY2022-23/LTE/02 dated 13.05.2022**

Processing fee: Rs.1180.00 (Rupees One Thousand One Hundred Eighty Only) (Non-refundable) and EMD of Rs. 19000 (Nineteen Thousand Only) (Refundable) should be submitted online (IMPS/NEFT/RTGS) in favor of “Indian Institute of Management Rohtak” to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC-ICIC0007244.

Last date and time for depositing the sealed Bids May 27, 2022 at 1200 Hrs. Proposal (along with payment proof) documents/softcopies must be submitted offline in the Tender Box at IIM Rohtak, positively before the closing date/time as mentioned on the tender document, duly filled and signed using same color ink on all pages by Auth. Signatory/Proprietor with company’s seal stamped on each page.

Brief description of Proposal

1. Offline bids are invited for “Onsite Supply/Purchase of Housekeeping & Refreshment Items” as per the details listed in Part III of this open tender enquiry, under which the competent & interested sellers shall supply the ordered items at the New Campus of IIM Rohtak, (at Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN-124010) as per the details listed in Part III of this LTE. Offline bids/tender documents/Tenders duly ink signed/stamped by the authorized signatory with all supporting documents including credential documents are to be submitted at IIM Rohtak, Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN-124010.

Summary of important dates and details

Information	Important Dates
Date of Publishing/Hosting of Tender	13/05/2022
Date/Time of closing of Tender Submission	27/05/2022 at 1200 Hrs.
Date/Time of Opening of Bids (Technical/financial)	27/05/2022 at 1500 Hrs.
Processing Fee	Rs. 1180/- (One Thousand One Hundred Eighty Only) should be submitted online (IMPS/NEFT/RTGS) in favor of “Indian Institute of Management Rohtak”, into Acc. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244 (Compulsory & Non-refundable in all cases) Mandatory for all, including MSME. Bids without processing fees (Rs. 1180/-) will not be considered.
Bid Security/EMD (Earnest Money Deposit) (Refundable)	Bidders are required to submit a “Bid Security” (EMD) of Rs. 19000/- (Rs. Nineteen Thousand Only). The bid must be deposited online in favor of “Indian Institute of Management Rohtak” into Acc. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244, accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for the time specified in the tender document.
Approximate Tender Value (In Rs.)	944500.00 (Rupees Nine Lakh Forty Four Thousand Five Hundred Only)
Performance Bank Guarantee	5 % of total value in form of Bank Guarantee
Period of validity of Tender/Bids	Minimum 365 days from closing date.
Place of Bid Opening	Administrative Block of IIM Rohtak (Sunaria Campus)

2. The address and contact numbers for sending bids or seeking clarifications regarding this tender are given below-

- Bids/queries to be addressed to:** Mr. Parikshit Ranjan Java, Senior Administrative Officer, (sao@iimrohtak.ac.in), Indian Institute of Management Rohtak.
- IIM Rohtak Address:** Indian Institute of Management Rohtak (Management City, NH-10, Southern Bypass, Sunaria, Rohtak, Haryana-124010).
- Name/designation of the contact personnel:** Mr. Parikshit Ranjan Java, Senior Administrative Officer
- Telephone numbers of the contact personnel:** 01262-228600
- E-mail ID of contact personnel:** sao@iimrohtak.ac.in

3. This TENDER is divided into five parts as follows:

- Part I** – Contains General Information and Instructions for the Bidders about the tender 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 tender, which will form part of the contract with the successful Bidder.
- Part IV** – Contains Special Conditions applicable to this tender 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 tender is being **issued with no financial commitment** and 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 tender, should it become necessary at any stage.

Part I – General Information

- Bidders:** The Bidders must be from close proximity to Rohtak or would ensure to deliver the awarded items on time even at a short notice of 24 hours.
- EMD Submitted by unsuccessful bidders will be refunded after release of order to successful bidder, and for successful bidder, the EMD will be returned on the successful submission of desired performance bank guarantee.
- The rate quoted by supplier/bidder shall be final and no change in the same shall be allowed under any circumstances during the currency of the contract.
- No conditional bid will be accepted, bidder need to Bid as per the above terms and conditions only and will be declared non-responsive.

5. The suppliers will keep all the awarded items ready at all the time to deliver on urgent basis, in case of non-supply the items as per specification and stipulated time, the action may be taken against them or at the risk and cost of the same. In worst case the specified items are not delivered due to non-availability of the products in the market, supplier have to write to the IIM Rohtak regarding this, and in such case the officials will take prior approval from the competent authority for the new make, maintaining the same specifications, before confirming new make to the seller for supply.
6. The selection of successful Bidder for each line item contained in the price bid shall be on the basis of L-1(Minimum) quotes submitted for each line item by the respective bidders.
7. The bidder may choose to bid for a minimum of any 5 line items mentioned in the List of items required as per Annexure II
8. IIM Rohtak (Buyer) may choose to buy any number of line items from single bidders or one line item from multiple bidders
9. In case any items are found in unsatisfactory condition, the same will have to be replaced by firm immediately on directions of IIM Rohtak within the stipulated period.
10. Tentative (Only Indicative) quantity requirement for a period of one year is provided in annexure II. Quantity is only indicative and may vary to any extent up to the $\pm 50\%$ based on actual requirement.
11. Where the brand is not mentioned in the make column, it means the desired product should be of good and acceptable quality.
12. Bidders may visit the office to see the samples of various items in case of any doubt/ambiguity before quoting.
13. **Period of Contract:** The contract will be valid for a period of one year from the date of placement of order, which can be extended for a further period of one year on the same rate and terms & conditions on mutual consent of both parties. However, IIM Rohtak may terminate the contract at any time by giving 15 days advance notice without assigning any reason.
14. Rates should be valid for at least one year. Rates valid for a shorter period shall be rejected as non-responsive. If the contract is extended for any period beyond the validity of the period of original contract, the same rate as that of original contract will remain valid.
15. Tenders have to be submitted **on or before 27/05/2022 at 1200 Hrs.** (Date to be mentioned in terms of DDDMMYYYY). The bid along with a proof of submission of processing fee Rs. 1180/- (Rupees One Thousand One Hundred and Eighty Only) & EMD Rs. 19000/- (Rupees Nineteen Thousand Only). The responsibility to ensure this lies with the Bidder.
16. **Manner of submission of bids:** Bids should be submitted offline at the address given above before the due date and time. Bids documents sent by Fax, Email will not be considered
17. **Time and date for the opening of bids: on 27/05/2022 at 1500 Hrs.** If due to any exigency, the due date for the 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).
18. **Offline Tender:** Tender should be submitted in the Tender box at Indian Institute of Management Rohtak (Management City, NH-10, Southern Bypass, Sunaria, Rohtak, Haryana-124010).
19. **Place of opening of the Bids:** Room No.101 (First Floor), Administrative block of IIM Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN -124010).
20. **Single Bid System-** Bids have to be submitted in single stage and one bid system.
21. **Submission of Bids –** Bids with all supporting documents should be submitted by bidders on their original memo/letter pad inter alia furnishing details as given below;

Annexure I

Sr. No	Information Required	Details to be furnished by the proposer (it is mandatory to attach self-attested supporting documents to prove your credentials)
1	Name of Firm	
2	Nature/Name of Business	
3	Registered Office Address	
4	Phone No of Registered Office	
5	Website/Email ID of Firm	
6	Name of Proprietor	
7	Contact No of Proprietor/Managing Director	
8	PAN Service Tax Reg. No of Firm/Proprietor	
9	GST Registration No of Firm if applicable	
10	Firm Bank Account/NEFT Details with IFS Code	

The documents should be attached with all self-attested/signed copies of relevant documents proving their credentials including audited balance sheets (as asked/mentioned below) and with proof of payment of processing fees (Rs. 1180/- and EMD Rs. 19000/- to be paid online via NEFT/RTGS/IMPS to our bank account no 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244 on or before the closing date and time.

- 22. Clarification regarding contents of the tender:** 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 responded to individually only.
- 23. 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 the deadline prescribed for submission of bids. A withdrawal notice may be sent by mail 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 the expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's being blacklisted & debarred for a minimum 03 years.
- 24. 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.
- 25. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter, and post-tender correction may invoke summary rejection with blacklist and debarred. Conditional tenders will be summarily rejected.
- 26. Unwillingness to participate after submission:** 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 tender (If applicable).
- 27. Validity of Bids:** The Bids should remain valid for **minimum 90 days** from the last date of submission of the Bids.
- 15. Earnest Money Deposit-** The bidders are mandatorily required to submit a bid security (EMD) of Rs. 20000/- (Rupees Twenty Thousand only) along with the technical bid. The proof of online payment is required to be attached along with the technical bid accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for participating in the future tenders for a minimum 3 years.

Part II – Essential Details of Items/Services required1. **Technical Requirements**–List of items required is as follows:**Annexure II**

Sr. No	Product	Make	Tentative Quantity	Units/ Denomination
1	Almonds	Good Quality	10	Kg
2	Anti Termite Liquid	Good Quality	10	Ltr
3	Bath Soap (30 GM)	Lifeboy	200	Pcs
4	Black Hit Spray (400 ML)	HIT	26	Pcs
5	Borosil Water Glass	Borosil	30	Pcs
6	Cashew Nuts	Good Quality	10	Kg
7	Coffee Pouch (64 pouch Packet)	Nestle	18100	pouch
8	Cookies	Good Quality	16	Kg
9	Cotton Cloth (Dhoti)	Good Quality	50	Pcs
10	Dettol Hand Wash Refill, (750ML)	Dettol	12	Pcs
11	Dettol Liquid Soap Dispenser	Dettol	10	Pcs
12	Disposal Cup	Good Quality	61600	Pcs
13	Disposal Glass	Good Quality	60000	Pcs
14	Disposal Spoons	Good Quality	8	Pkts
15	Dustor-Cotton	Good Quality	136	Pcs
16	Green Tea (100 Bag Box)	Tetley	16000	pouch
17	Hair Comb	Good Quality	200	Pcs
18	Hair Oil Pouch (25 ML)	Bajaj Almonds	400	Pcs
19	Hand Sanitizer (200 ML)	Dettol	50	Ltr
20	Juna Plastic	Good Quality	30	Pcs
21	Milk Powder (150 Small Pouch Packet)	Nestle	70	Pkts
22	Milk Powder (400 GM)	Nestle	1200	Pkts
23	Mosquito Machine	All Out	112	Pcs
24	Mosquito Machine Refill	All Out	230	Pcs
25	Red Hit Spray (400 ML)	Good Quality	10	Pcs
26	Red Label Tea (400GM) (Natural Care)	Red Label	60	Pkts
27	Room Freshener-Levender (250 ML)	Good Quality	24	Pcs
28	Shampoo Pouch (45 ML)	Pantene/Head & Shoulders	400	Pkts
29	Sugar Cube Box (500GM)	Uttam Sugar	1250	Box
30	Tea Bag (100 Pouch Box)	Taj Mahal	816	Box
31	Tissue Paper-Box	Liora	96	Box
32	Tooth Brush	Colgate	200	Pcs
33	Tooth Paste (25 gm)	Colgate	200	Pcs
34	Vim Bar (200gm)	Vim	30	Pcs
35	Water Jug (1 Liter)	Milton	35	Pcs

2. **Warranty contract period** – As per brand and technical specification.

3. **Delivery and Transportation** –All Statutory payments and arrangements, like transportation, helper, loading or supply of goods to the premises, compensation in case of accident or loss, etc., to the workers or machinery employed by the supplier shall be borne by the suppliers only. Bidders is liable to bear all the losses made the office premises by bidders or any of its representative during the delivery or at any point of time, the probable amount could be adjusted in the security deposit or any other medium as decided by the competent authority.
4. **Delivery location – Stores & Purchase 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 (GST No 06AAAAI3547D1Z2) (Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana).

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 letterhead 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. 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 a written decision within 28 days of receipt of notification of the dispute. The conciliator shall be paid per seating basis and the cost (fee, transport charges etc.) of the conciliator shall be borne equally by both parties. In case decision of the conciliator is disputed by either of the parties, it may request to Director IIM Rohtak to appoint an Arbitrator within 28 days of the written decision of the conciliator. In neither party refers to 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.

3. 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 disfavor 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 anyone 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.

4. 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 in corrector 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.

5. 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.

6. 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.

7. 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) percent 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.

8. 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/misbehavior 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 the same will lead to termination of order/contract.
- d) The Buyer has noticed that the Seller/Service provider has utilized 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 the 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.

9. 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.

10. 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.

11. 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 items/services irrespective of infringement of any or all the rights mentioned above.

12) 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.

13) 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 entreated 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 were 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 the 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.

14. 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 items/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 behavior and compliance program for the implementation of the code of conduct throughout the company.

Part IV – Special Conditions of Tender

The Bidder is required to give confirmation of their acceptance of Special Conditions of the Tender mentioned below on their original letterhead 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 the Bid submitted by the Bidder.

1. **Performance Guarantee:** The successful tenderer will be required to furnish a Security Deposit @ 5% of the order value in the form of Fixed Deposit or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "Indian Institute of Management Rohtak" payable at Rohtak valid up to duration of contract within fortnight of the issue of Contract Letter. Security deposit will be forfeited, if the firm fails to performance in respect to the terms and conditions of the tender. EMD will be refunded only after receipt of the PBG. The PBG will be refunded with in 90 days after the completion of the rate contract.
2. **Award of Contract:** The Institute shall consider the placement of orders for jobs on those bidders whose offers have been found technically and financially acceptable. The Institute reserves the right to counter offer price(s) against the price(s) quoted by any bidder.
3. **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 the 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.
4. **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.
5. **Tolerance Clause** – To take care of any change in the requirement during the period starting from the issue of tender 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.
6. **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 the ECS/NEFT 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 the Institutes website and can be given on request. The payment will be made as per the following terms, on the 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.
7. **Advance Payments:** No advance payment(s) will be made.
8. **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/Organization 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/organization 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 a 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 Central or State Govt. Depts., including their undertakings excluding joint sector companies and/or private parties and bodies.
9. **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. 365 days from the tender closing date** and no foreign exchange rate variation would be allowed during the validity of bid)
10. **Risk & Expense clause** –
 - a). Should the item/services or any installment 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 installment 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 canceled either wholly or to the extent of such default.

- b). Should the item/services or any installment 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 have 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.

11. 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 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.
12. **Product support/warranty** – Shall be provided through respective OEM (Original Equipment Manufacturer) for the items under question or as mentioned/asked against each category.
13. **OEM Certificate:** In case the Bidder is not the OEM/manufacturer, the respective bidder cum supplier firm should have an MAF agreement/authorization certificate from/with the respective OEM/manufacturer for sourcing & supplying the genuine items/equipment under this proposal.
14. **Import License:** The Bidders are to confirm that they have the requisite import license (If applicable) from the respective Govt. Authorities and Authorization from the manufacturer if applicable.
15. **Earliest Acceptable version-** Latest material with respective manufacturer warranty shall only be supplied under this proposal or subsequently concluded contract/Order.
16. **Transportation/delivery of items/services:** At supplier's expense on-site i.e. at Indian Institute of Management Rohtak (New Campus, near Sunaria Village, Rohtak), Haryana PIN-124 010.
17. **Packing, Marking, Insurance, and forwarding:** At supplier's, expense All-inclusive.
18. **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 tender 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.
19. **Inspection Authority:** The Inspection will be carried out by notified inspecting agency of IIM Rohtak (i.e. Stores & Purchase). The mode of Inspection will be Departmental Inspection.
20. **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. 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.
- c. 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 entreated 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.
- d. 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.
- e. 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 the calculation of price.
- f. 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 the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
- g. **The Lowest reasonable, economical & acceptable bids against requisite items, as mentioned in Part-V Para 2 of this tender/proposal document** will be considered further for placement of contract/Supply Order/LoA after complete clarification and price negotiations as decided by the Buyer.
- h. The Buyer will have the right to award contracts to different/multiple bidders for being lowest in a particular category of items, if the 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

Part-V Para 2 (Financial Bid for Amount)**Annexure III**

Sr. No	Product	Make	Units/ Denomination	Per Unit Rate (Excl. of GST)	GST Rate	Per Unit Rate (Incl. of GST)
1	Almonds					
2	Anti Termite Liquid					
3	Bath Soap (30 GM)					
4	Black Hit Spray (400 ML)					
5	Borosil Water Glass					
6	Cashew Nuts					
7	Coffee Pouch (64 pouch Packet)					
8	Cookies					
9	Cotton Cloth (Dhoti)					
10	Dettol Hand Wash Refill, (750ML)					
11	Dettol Liquid Soap Dispenser					
12	Disposal Cup					
13	Disposal Glass					
14	Disposal Spoons					
15	Dustor-Cotton					
16	Green Tea (100 Bag Box)					
17	Hair Comb					
18	Hair Oil Pouch (25 ML)					
19	Hand Sanitizer (200 ML)					
20	Juna Plastic					
21	Milk Powder (150 Small Pouch Packet)					
22	Milk Powder (400 GM)					
23	Mosquito Machine					
24	Mosquito Machine Refill					
25	Red Hit Spray (400 ML)					
26	Red Label Tea (400GM) (Natural Care)					
27	Room Freshener-Levender (250 ML)					
28	Shampoo Pouch (45 ML)					
29	Sugar Cube Box (500GM)					
30	Tea Bag (100 Pouch Box)					
31	Tissue Paper-Box					
32	Tooth Brush					
33	Tooth Paste (25 gm)					
34	Vim Bar (200gm)					
35	Water Jug (1 Litre)					

Annexure IV

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 Housekeeping & Refreshment Items” vide Tender no IIM-R/S&P/FY2022-23/LTE/02 dated 13/05/2022** to the **Indian Institute of Management Rohtak** (Management City, NH-10, Southern Bypass, Sunaria, Rohtak PIN124010) 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 the 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 the 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.....

Annexure V

SELF-DECLARATION – NO BLACKLISTING

(Date)

Chief Administrative Officer
Indian Institute of Management Rohtak
Sunaria, Rohtak-124010 (Haryana)

Dear Sir/Madam,

In response to the Tender Document for Onsite Supply/Purchase of Housekeeping & Refreshment Items for IIM Rohtak, I/ We hereby declare that presently our company/firm ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm (Name) is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Yours faithfully,

Place:

Date:

Signatures_

Name_

Seal of the Organization_____

Check list –

1. Processing fee **Rs.1180.00 (Rupees One Thousand One Hundred Eighty Only) (compulsory and Non-refundable in all cases) & EMD Rs. 19000/- (Nineteen Thousand Only) (Refundable)** should be submitted online (IMPS/NEFT/RTGS) to Bank Account No 252201000421, ICICI Bank, IIM Rohtak Branch, IFSC Code: ICIC0007244 (**Proof must be attached with technical bid, applicable to MSME also**).
2. Duly filled and signed scanned copies of Annexure I to V with signed scanned copies of bid document by authorized 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, and authorization letter/certificate from respective OEM Company etc.
3. The Brochures/Catalogs of each respective items having technical specifications of the product, if any.
4. Self-attested copy of all relevant supporting documents (Refer Part-I Para-7 & Part-II Para-2 above), as applicable (**To be attached with bid**).
5. Bids must be submitted offline on in the Tender box at Indian Institute of Management Rohtak (Management City, NH-10, Southern Bypass, Sunaria, Rohtak, Haryana-124010) before the closing date/time positively.
6. Scan copy of Covering/Forwarding letter of Bids shall be on the original letterhead of the company duly ink signed and stamped with company seal.

Dated: 13/05/2022

(Senior Administrative Officer)