



REQUEST FOR PROPOSAL

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

Phone: 01262-228523

Limited Tender Enquiry

For

Invitation of Proposals for “Publishing admission notification/ advertisement for the admission process of the Five year Integrated programme in Law/Management (IPL/IPM) for the batch 2024-29 in Education Times, The Times Of India and Navbharat Times Newspaper, All Editions” (Title of RFP)
No. IIM-R/S&P/FY2023-24/LTE/19 dated 02.02.2024

Processing fee: Rs.1180.00 (Rupees One Thousand One Hundred Eighty Only) (Non-refundable) and EMD of Rs. 31832/- (Rupees Thirty-One Thousand Eight Hundred Thirty-Two 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 12.02.2024 at 12:00 Hrs. Proposal (along with payment proof) documents/hardcopies 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

- Offline bids are invited for "Publishing admission notification/ advertisement for the admission process of the Five Years Integrated Programme in Law/Management (IPL/IPM) for the batch 2024-29 in Education Times, The times of India and Navbharat Times, All editions" as per the details listed in Part III of this tender enquiry, under which the competent & interested sellers shall published the ordered advertisement in Education Times, The Times of India and Navbharat Times, All editions for 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	02.02.2024
Date/Time of closing of Tender Submission	12.02.2024 at 1200 Hrs.
Date/Time of Opening of Bids (Technical/financial)	12.02.2024 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. Bids without processing fees (Rs. 1180/-) will not be considered. (Not applicable to MSE registered bidder)
Bid Security/EMD (Earnest Money Deposit) (Refundable)	Bidders are required to submit a "Bid Security" (EMD) of Rs. 31832/- (Rs. Thirty-One Thousand Eight Hundred and Thirty-Two 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. (Not applicable to MSE registered bidder)
Approximate Tender Value (In Rs.)	₹ 15,91,600/- (Rupees Fifteen Lakh Ninety One Thousand Six Hundred Only excl. GST)
Performance Bank Guarantee	Not Applicable
Period of validity of Tender/Bids	Minimum 90 days from closing date.
Place of Bid Opening	Administrative Block of IIM Rohtak (Sunaria Campus)

- The address and contact numbers for seeking clarifications regarding this tender are given below-

Procurement Manager

Telephone numbers of the contact personnel: 01262-228523

E-mail ID of contact personnel: stores.office@iimrohtak.ac.in

- 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.

- 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.
- 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.

4. The suppliers will keep all the awarded items/services 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.
5. The selection of successful Bidders shall be on the basis of the bidder must be L-1 as per Annexure III price bid format in the tender document.
6. In case any advertisement published in newspaper for admission process of IPL/IPM are found unsatisfactory condition, the same will have to be republished by firm immediately on directions of IIM Rohtak within the stipulated period.
7. Tentative (Only Indicative) quantity required services is provided in annexure II.
8. The desired services should be of good and acceptable quality.
9. Tenders have to be submitted **on or before 12.02.2024 at 12:00 Hrs.** (Date to be mentioned in terms of DDMMYYYY). The responsibility to ensure this lies with the Bidder. The bid along with a proof of submission of processing fee Rs. 1180/- (Rupees One Thousand One Hundred and Eighty Only) & EMD Rs. 31832/- (Rupees Thirty-One Thousand Eight Hundred Thirty-Two Only). The responsibility to ensure this lies with the Bidder.
10. **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
11. **Time and date for the opening of bids: on 12.02.2024 at 15:00 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).
12. **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).
13. **Place of opening of the Bids:** Administrative block of IIM Rohtak (New Campus at Sunaria, Rohtak, Haryana PIN -124010).
14. **Two Bid System- Yes,** Bids have to be submitted in offline consisting Technical bid and Commercial Bid, and would be opened offline on the date and time mentioned above. Offline Bids/tenders of only those firms will be evaluated, which will be found competent/ suitable after the verification of the offline bids by the duly appointed tender committee does technical-commercial evaluation. Technical Bids will be evaluated first. Commercial Bids of only technically qualified bidders' will be opened.
15. **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 turnover statement of FY 2020-21, 2021-22, 2022-23 certified by CA with UDIN No. and with proof of payment of processing fees (Rs. 1180/- and EMD Rs. 31832/- 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.

16. **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.**
17. **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.

- 18. 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.
- 19. 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.
- 20. 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).
- 21. Validity of Bids:** The Bids should remain valid for **minimum 90 days** from the last date of submission of the Bids. The quoted rates must be valid for a period of 90 days from the date of closing of the tender.
- 22. Earnest Money Deposit-** The bidders are mandatorily required to submit a bid security (EMD) of Rs. 31832/- (Rs. Thirty-One Thousand Eight Hundred Thirty-Two 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 required

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

Annexure II

Sr. No	Services	Tentative Quantity	Units/ Denomination
1	Publishing admission notification/ advertisement for the admission process of the Integrated programme in Law/ Management (IPL/IPM) for the batch 2024-29 in Education Times, The Times of India, All editions – Inner page, Bilingual language, Size: 32.8 X 25, Half page, multi colour	1	No.
2	Publishing admission notification/ advertisement for the admission process of the Integrated programme in Law/Management (IPL/IPM) for the batch 2024-29 in Navbharat Times, All editions – Inner page, Hindi language, Size: 32.8 X 25, Half page, multi colour	1	No.

2. **Warranty contract period (if any)**– As per technical specification mentioned in Annexure II.
3. **Delivery / Service location** –Indian Institute of Management Rohtak (Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN - 124010).
4. **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 published admission notification/advertisement for the admission process of Integrated programme in Law (IPL) for the batch 2024-29 in the Times of India and The Tribune All editions etc. as specified in this contract/purchase order, the Buyer may, at his discretion, withhold any payment until the completion of the publishing/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 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 work awarded 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 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 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:** Not Applicable
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. **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer may **order** the similar items/services 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 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.
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 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 publishing/delivery/installation/commissioning of supplied items/services 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/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.
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 the tender closing date** and no foreign exchange rate variation would be allowed during the validity of bid)
9. **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.

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 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. **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.

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

13. **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.

14. **Inspection Authority:** The Inspection will be carried out by notified inspecting agency of IIM Rohtak (i.e. Stores & Purchase and end user dept.). The mode of Inspection will be Departmental Inspection.

15. **Onsite Warranty/Guarantee/free replacement** – As per respective manufacturer 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	Units/ Denomination	Per Unit Rate (Excl. of GST)
1	Publishing admission notification/ advertisement for the admission process of the Integrated programme in Law/ Management (IPL/IPM) for the batch 2024-29 in Education Times, The Times of India, All editions – Inner page, Bilingual language, Size: 32.8 X 25, Half page, multi colour	1 No.	
2	Publishing admission notification/ advertisement for the admission process of the Integrated programme in Law/Management (IPL/IPM) for the batch 2024-29 in Navbharat Times, All editions – Inner page, Hindi language, Size: 32.8 X 25, Half page, multi colour	1 No.	

Payment of applicable GST shall be paid as per statutory norms on submission of required documents as per GST Act.

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 **“Publishing admission notification/ advertisement for the admission process of the Integrated Programme in Law / Management (IPL/IPM) for the batch 2024-29 in Education Times, The Times of India and Navbharat Times, All editions” vide Tender no IIM-R/S&P/FY2023-24/LTE/19 dated 02.02.2024** 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 "Publishing admission notification/ advertisement for the admission process of the Integrated Programme in Law/ Management (IPL/IPM) for the batch 2024-29 in Education Times, The Times of India and Navbharat Times, All editions" 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. 31,832/- (Rupees Thirty One Thousand Eight Hundred Thirty Two 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, not applicable to MSE registered vendor**).
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, PAN card copy with sign & seal on each page, etc.
3. The authorized certificate of advertising agency, if any.
4. 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.
5. 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.
6. Pledge of Compliance (on letter Head) – signed & stamped. Annexure IV
7. Self Declaration – No Black List (on Letter Head) - signed & stamped. Annexure V
8. Average turnover of bidder should be Rs. 4,80,000/- in last 3 FY (2020-21, 2021-22 & 2022-23) to be certified by CA with UDIN No.

Dated: _____ 2024