



भारतीय प्रबन्धन संस्थान राँची

(शिक्षा मंत्रालय, भारत सरकार के अधीन)

प्रबन्धन नगर, नयासराए मार्ग, राँची, झारखण्ड , पिन- ८३५ ३०३

INDIAN INSTITUTE OF MANAGEMENT RANCHI

(Under Ministry of Education, Govt. of India)

Prabandhan Nagar, Nayasarai Road,

Ranchi, Jharkhand, PIN - 835303

URL: www.iimranchi.ac.in

Email: purchase@iimranchi.ac.in

Notice Inviting e-Tender (NIT) for

Procurement of Water Bottle at IIM Ranchi

e-Tender No. : IIM Ranchi/NIT/Water Bottle/2024-25/04

Dated: 09.05.2024

Issued by:
Administrative Officer - Purchase
Indian Institute of Management, Ranchi
(For & on behalf of the Director, IIM Ranchi)

BID DOCUMENT

Tender is invited from registered, reputed and authorized suppliers for Supply of Water Bottle at IIM Ranchi.

Name of Work	Procurement of Water Bottle at IIM Ranchi
Estimated Cost	Rs. 6,52,500/-
Date of Publishing	09-05-2024
Clarification Start Date and Time	09-05-2024 (16:00 hrs)
Clarification End Date and Time	30-05-2024 (15:00 hrs)
Pre Bid Meeting	NA
Bid Submission Start Date	09-05-2024
Last Date and time of uploading of Bids	30-05-2024 (15:00 hrs)
Date and time of opening of Technical Bids	30-05-2024 (16:00 hrs)
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

Interested parties may view and download the bid document containing the detailed terms & conditions from the IIM Ranchi website and from E-wizard- <https://iimranchi.euniwizarde.com>.

(The bids have to be submitted online in electronic form on <https://iimranchi.euniwizarde.com> only. No physical bids will be accepted.)

INTRODUCTION

1. Indian Institute of Management Ranchi (IIMR) is one of the premier management institutes in the country set up by Ministry of Education, Govt. of India.
2. The permanent campus of the Institute is located in Prabandhan Nagar area of Pundag (Nayasarai Road), Ranchi.
3. IIM Ranchi is desirous to procure the Water Bottle from Registered, authorized suppliers.

GENERAL INFORMATION AND INSTRUCTIONS FOR THE BIDDERS

1. The Complete tender documents can be downloaded from the Website of IIM Ranchi / CPP Portal. Information on issuance of corrigendum, if any, related to this tender will be available on E-Procurement Portal and on the website of the Institute. All times mentioned in this document are in IST unless specifically mentioned otherwise.
 - (a) Please read all the Terms & Conditions carefully before filling up the document.
 - (b) Incomplete Tender Documents will be rejected.
 - (c) All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
 - (d) Manner of submission of the Bids: The bidder must submit online bids i.e., Technical Bid and Commercial Bid through e-procurement portal <https://iimranchi.euniwizarde.com>. No manual bid will be accepted. Bidders can witness electronic opening of bid.
2. Tenders are to be submitted online through the website stated above. The tender document may be downloaded from website & submission of technical bid / financial bid as per Tender time schedule.
3. **Time and date for opening of Bids:** The Technical Bid will be opened electronically on 30.05.2024 at 16:00 hrs.
4. **Two-Bid system:** Under two bids system through e-tendering, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the commercial bid will be intimated after acceptance of the technical bids. Commercial bids of only those firms will be opened whose technical bids are found compliant /suitable after technical evaluation is done by IIM Ranchi.
5. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, IIM Ranchi 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.
6. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Bids may be rejected and the process may be paused or scrapped at any time without assigning any reason thereof.

7. **Validity of Bids:** The Bids should remain valid till 60 days from the date of award of contract. If any bidder withdraws his Prequalification Bid before the said period or makes any modification in the Financial Bid (BOQ) or terms and conditions of the Prequalification Bid, the Institute, without prejudice to any other right or remedy, will be at liberty to blacklist the bidder for a certain period and/or forfeit the EMD/Security Deposit.
8. The Performance Guarantee/Security Deposit is liable to be forfeited, if the party fails to execute the supply as per the terms and conditions of the contract and to the satisfaction of IIM Ranchi or on account of any breach of the contract.
9. The successful bidder shall **supply within 30 days** of the date of award of the Contract or a later firm date as specified by IIM Ranchi.
10. Any bidder from a country which shares a land border with India will be eligible to bid, only if the bidder is registered with the competent authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority (CA).

SPECIAL INSTRUCTIONS TO BIDDERS FOR THE E-SUBMISSION OF THE BIDS
ONLINE THROUGH E-PROCUREMENT PORTAL

1. Registration process on online portal.
 - a. Bidders are required to enrol on the e-Procurement module of the portal M/s ITI Ltd., (if not registered earlier) <https://iimranchi.euniwizarde.com> by clicking on the link “Bidder Enrolment”.
 - b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal. After registration send User ID for helpdesk team (helpdeskeuniwizarde@gmail.com and support@euniwizarde.com) for activation.
 - c. Bidders to register upon enrolment, with their valid Digital Signature Certificate (**Class III Certificates with signing and Encryption key**) issued by any Certifying Authority recognized by CCA India with their profile.
 - d. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
 - e. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
 - f. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
2. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
3. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
4. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
5. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on <https://iimranchi.euniwizarde.com> or <https://www.iimranchi.ac.in/post/tender/tender.php> in advance, and should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
6. The bidder should read the terms and conditions and accepts the same before proceeding further to submit the bids.
7. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

8. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
9. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
10. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system. Only hard copy of the Technical Bid should reach before due date to the Administrative Officer (Purchase & Stores), IIM Ranchi.
11. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
12. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
13. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
14. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
15. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
16. The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
17. The bidder / tenderer / Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
18. The GST applicable shall be shown as separate line items in the Tax invoices to avail input credit to IIM Ranchi.
19. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is Gagan (8448288987 / epochelpdesk.01@gmail.com), Vijay (8448288989 / epochelpdesk.03@gmail.com), Suriya (8448288994 / epochelpdesk.06@gmail.com), 8448288992, 8448288984, 8448288986, 8448288982, 8448288988.

INSTRUCTION FOR e-PROCUREMENT

1. PREPARATION AND SUBMISSION OF BIDS:

- a. The detailed bid documents may be downloaded from <https://iimranchi.euniwizarde.com> till the last date of submission of bid. The Bid may be submitted online through e-Wizard Portal.
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover 1 and Financial Bid in “.Xls” should be upload online in cover2

2. SUBMISSION OF THE BID : All interested eligible bidders are requested to submit their bids online on e-Wizard Portal: <https://iimranchi.euniwizarde.com> as per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1.
- b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the e-Wizard Portal

(<https://iimranchi.euniwizarde.com>).

3. TECHNICAL BID: Signed and Scanned copies of the Technical bid documents as under must be submitted online on e-Wizard Portal: <https://iimranchi.euniwizarde.com> . Bidder’s minimum eligibility will be according to the technical bid documents.

- a. **List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -**
 - i. Scanned copy of PAN and GST.
 - ii. Manufacturer's Authorization certificate of the offered product.
 - iii. Annual average turnover for last 03 FY (2020-21, 2021-22, and 2022-23) should be above Rs 400 Crores of reputed OEM.
 - iv. Details of offered product including technical specification and visual images.
 - v. Scanned copy of another document mentioned in tender document (if any).
 - vi. Declaration for local content, Country of Origin of goods on Appendix 2.
 - For The tender value upto Rs. 10 Crores - Self-Certificate for local content from the bidder.
 - For the tender value above Rs. 10 Crores - Certificate for local content from Statutory Auditor/Cost Auditor/Cost Accountant/CA.

NOTE - no indication of the rates/amounts be made in any of the documents submitted with the Technical BID.

4. Financial Bid (as per Annexure-D)

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Bid document. The financial bids should be uploaded online as per the specified “.Xls” format i.e. Price Bid Excel sheet attached as ‘.Xls’ with the bid and based on the scope of work, service conditions and other terms of the Bid document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Bid are inclusive of all applicable taxes, duties etc. The service tax component shall be reimbursable by the department after receipt of paid challans etc. if applicable.

5. Last Date for Submission of Bid:

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. IIM Ranchi may, at its own discretion, alter/extend the last date for submission of bids.

6. Bid Validity

- a. All the Bids must be valid for a period of 60 days from the last date of submission of the bid for execution of Contract. However, the quoted rates should be valid for the initial/extended period of the Contract from the effective date of the Contract.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, IIM Ranchi may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 60 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. Modification / Substitution/ Withdrawal of bids:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

SELECTION CRITERIA:

Phase-I: Technical Evaluation

Technical evaluation will be done on the basis of information given by technical bid submitted by the bidders. Bid containing partial, incomplete, unclear and superfluous and unwanted information will be summarily rejected.

Technical declaration must be supported with relevant document. Discrepancy in relevant supporting document and technical compliance sheet shall lead to rejection of technical bids.

Phase-II

- a. Financial bids of technically qualified bidders shall be opened.
- b. Financial evaluation is purely done on the total financial implication.
- c. In case of more than one L1, then the company with older registration will get the order.
- d. Any superfluous, unreasonable assets rate quotes will be summarily rejected.

8. Late Delivery:

Delivery must be completed within the period mentioned in tender document from the date of receipt of the order. Penalty @ 1% per week or part thereof subject to a maximum of 10% of the delivery price will be deducted from the balance payment if supply is not completed within stipulated/approved period.

9. Instruction to the bidder of countries which share land border with India (Rule 144(xi) GFRs)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established, or registered in such a country; or
- b. A subsidiary of an entity incorporated, established, or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI.** In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

10. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

“Margin of purchase preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (Shall be 20%)

Purchase Preference:

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for

remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-II local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

COMMERCIAL TERMS AND CONDITIONS

1. DEFINITIONS

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and / or the IIM Ranchi Letter of Award (LoA), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IIM RANCHI Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- b. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IIM RANCHI Purchase Order and any agreed in writing by the IIM RANCHI legal successor(s) in title;
- c. "Day" means any calendar day;
- d. "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to the IIM RANCHI, as specified in the 'DELIVERY DATE' named field of the IIM RANCHI Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- f. "Goods" means all of the goods to be supplied to the IIM RANCHI by the Contractor under the Contract;
- g. "IIM RANCHI" means the Indian Institute of Management Ranchi;

- h. "IIM RANCHI Purchase Order" means the IIM RANCHI's official Purchase Order document;
- (i) "Party" means the IIM RANCHI or the Contractor and "Parties" means the IIM RANCHI and the Contractor; and
- (ii) "Place(s) of Delivery" means the location(s) or place(s) where the Goods are to be delivered, as specified in the 'SHIP TO' named field of the IIM RANCHI Purchase Order.

2. CONCLUSION OF THE CONTRACT

- 2.1. The Contract is made between the IIM RANCHI and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of delivering the Goods.
- 2.2. The Contract shall be concluded upon the Contractor duly following the countersigning procedure as stated in the IIM RANCHI Letter of Award (LoA).

3. FUNDING

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IIM RANCHI following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IIM RANCHI without unreasonable delay notify the Contractor thereof.

Any continuation of the Contractor's performance under this Contract after being notified by the IIM RANCHI shall be at the Contractor's risk and expense.

4. DELIVERY AND TAKE-OVER OF GOODS

The Contractor shall deliver the Goods at the Place(s) of Delivery as specified by IIM Ranchi. The time of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

5. QUALITY OF GOODS

- 5.1. The Contractor shall deliver Goods that are:
 - a. of the quality, quantity and description as required by the Contract / PO; and
 - b. free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- 5.2. Should the Goods be of the type "homogeneously defined" or disposable, the Contractor shall provide a sample and undertake, certify, and guarantee that all Goods delivered shall be of the same quality and characteristics as the sample(s) provided.

6. INSPECTION AND ACCEPTANCE

- 6.1. The duly authorised representative(s) of the IIM RANCHI shall have the right, before payment, to inspect the Goods either at the Contractor's stores, during manufacture, at the ports and/or in places of shipment, or at the Place(s) of Delivery. The Contractor shall provide all facilities for such inspection. The IIM RANCHI may issue a written waiver of

inspection. Any inspection carried out by representative(s) of the IIM RANCHI or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Contractor, including specifications of the Goods.

- 6.2.** Upon delivery and inspection of the Goods, the IIM RANCHI shall inspect the goods as soon as possible and complete the Goods Receiving Document. Should any Goods fail to conform to the technical specifications, codes and standards under the Contract, the IIM RANCHI may reject the Goods. The Contractor shall, at no cost to the IIM RANCHI, replace the rejected Goods or, alternatively, rectify the non-conformity.
- 6.3.** In the case of Goods ordered on the basis of specifications or samples, the IIM RANCHI shall have the right to reject the Goods or any part thereof and terminate the Contract if the Goods do not conform to the specifications. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract.

7. PRICE

The price of the Goods shall be as stated in the Purchase Order and may not be increased. Price should be quoted exclusive of applicable taxes and GST.

8. PAYMENT

- Unless otherwise stipulated in the Purchase Order, the IIM RANCHI shall make payment within thirty (30) Days of the later of:
 - a. Successful delivery of the goods to IIM RANCHI as confirmed by the consignee (Administrative Officer- Store), endorsed by the indenter and approved by the indenters' Head of Department / Section;
 - b. Receipt of customary shipping documents and any other documents specified in the Contract; and (c) Receipt of the original invoice issued by the Contractor.
- All invoices shall be in original and shall contain the IIM RANCHI Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorized by the IIM RANCHI, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 11 below ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.
- Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.
- The IIM RANCHI shall not pay any charge for late payments.

9. PERFORMANCE GUARANTEE

The contractor is required to furnish a performance guarantee of Rs. 35000/- (Fifty-Eight Thousand only) (non-interest bearing) for the duration of 14 Months from the date of delivery. Which can be in form of Fixed Deposit Receipt (FDR)/ Bank Guarantee/NEFT from any nationalised bank in favour of IIM Ranchi.

10. WARRANTY

- 10.1.** The Seller should provide the standard brand warranty.
- 10.2.** The Seller shall provide a warranty of OEM for the goods for a period of at least one year from the date of acceptance of the Goods by the IIM RANCHI, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.
- 10.3.** In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein or otherwise prove to be defective, the Contractor shall, upon written notification from the IIM RANCHI, replace that portion of the Goods and bear all costs associated with the replacement of same.

13. PACKING

- 13.1.** The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the IIM RANCHI Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 13.2.** The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.
- 13.3.** All packaging materials shall be non-returnable.

14. DEFAULT AND DAMAGES

- 14.1.** If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
 - a.** deliver any or all of the Goods under the Purchase Order;
 - b.** comply with any or all of the terms and conditions set out in the Purchase Order; or
 - c.** deliver any or all of the Goods under the Purchase Order on or before the Delivery Date; the IIM RANCHI may hold the Contractor in default under the Purchase Order.
- 14.2.** When the Contractor is thus in default, the IIM RANCHI may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.
- 14.3.** Alternatively, to clause 14 above when the Contractor is thus in default, the IIM RANCHI may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.
- 14.4.** The IIM RANCHI may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 15 for each Day the Contractor is late in delivering the Goods past the Delivery Date initially specified in the Purchase Order.

- 14.5. If the Contractor does not remedy its default within the period of time accorded under clause 16, the IIM RANCHI may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.
- 14.6. Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, the IIM RANCHI may engage another contractor to deliver the Goods and recover any difference in price and any additional costs from the Contractor.
- 14.7. The Contractor shall indemnify the IIM RANCHI for all losses, charges, costs and expenses, which the IIM RANCHI may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 14.

15. PENALTIES

If, in accordance with clause 15, the IIM RANCHI imposes penalties on the Contractor, such penalties shall amount to One percent (1%) of the total Purchase Order price for each week following the initial Delivery Date specified in the Purchase Order but shall not amount to more than Ten percent (10%) of the total Purchase Order value. The penalties for the delay may be deducted by IIM RANCHI from any sum(s) due, or to become due, by the IIM RANCHI to the Contractor.

16. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If the Contractor is delayed at any time in the delivery of the Goods or fulfilment of any other of the Contractor's obligations by any act or omission of the IIM RANCHI, or by any of its officials, or by any separate contractor(s) contracted by the IIM RANCHI, or by changes ordered in the type and/or quantity of the ordered Goods, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the IIM RANCHI determines may reasonably justify the delay, the Delivery Date of the Goods, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the IIM RANCHI and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

17. FORCE MAJEURE

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (03) Days, the Contractor shall give notice and full particulars in writing to the IIM RANCHI of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IIM RANCHI may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

18. INDEMNITY

- 18.1. The Contractor shall indemnify, hold and save harmless and defend at its own expense the IIM RANCHI, and all of the foregoing's officials, agents, servants and employees from

and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.

- 18.2.** Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

19. ASSIGNMENT

- 19.1.** The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the IIM RANCHI. Any assignment made without such consent shall be void and of no effect.
- 19.2.** The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IIM RANCHI. The IIM RANCHI may require the Contractor to furnish particulars of the proposed subcontract as the IIM RANCHI deems necessary.
- 19.3.** The IIM RANCHI's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

20. INSOLVENCY AND BANKRUPTCY

- 20.1.** Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IIM RANCHI may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- 20.2.** Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IIM RANCHI may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

21. TERMINATION

- 21.1.** The IIM RANCHI shall have the right to terminate the tender or any of the provisions thereof at any time without assigning any reason.

22. WAIVER

A waiver of any breach or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

23. ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IIM RANCHI. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IIM RANCHI.

24. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IIM RANCHI, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IIM RANCHI. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

25. NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- a. for the IIM RANCHI: the contact details set out in the 'IIM RANCHI BUYER' name field of the Purchase Order; and
- b. for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IIM RANCHI Contract/Purchase Order.

26. STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the IIM RANCHI any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

27. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

28. SETTLEMENT OF DISPUTES

- 28.1.** The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.
- 28.2.** If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. Arbitration will be

undertaken under the provisions of the arbitration and conciliation Act, 1996. The place and seat of arbitration shall be Ranchi and the language used in the arbitration proceedings shall be English.

29. PRIVILEGES AND IMMUNITIES

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IIM RANCHI.

30. AMENDMENTS

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

31. VALIDITY

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

32. ENTIRE AGREEMENT

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

33. GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

Contents

- I. Notice inviting bid
- II. General details of the bid
- III. Technical details of the items required.
- IV. Guarantee Proforma

(Annexure-A)

MINIMUM TECHNICAL SPECIFICATIONS OF WATER BOTTLE ARE MENTIONED BELOW

Minimum desired technical specifications of the servers are mentioned below. Bidders should fill the below mentioned table for specifications. Bids which do not fill and upload the signed technical specifications will be disqualified.

Quantity: 1305 Nos. of Water Bottle customised logo.

Sl No.	Specification	Requirement
1	Type of Bottle	Sipper
2	Material	Stainless Steel
3	Capacity	600-800 (ml)
4	Weight	301-400 (gm)
5	Performance	Foodgrade material
6	Rust Proof	Yes
7	Leak Proof	100 %
8	Flip-Lid and Spout	Yes
9	Screw top with a handle	Yes
10	Sleek design	Yes
11	Logo Printing	Yes

BID ACCEPTANCE LETTER
(To be given on Company Letter Head) (Annexure-B)

Date:

To,
Administrative Officer Stores & Purchase
IIM Ranchi
Prabandhan Nagar, Naya sarai Road, Ranchi-835303

Sub: Acceptance of Terms & Conditions of Bid.
Bid Reference No: IIM Ranchi/NIT/Waterbottle/2024-25/04 dt. 09.05.2024

Name of Bid / Work: - Notice Inviting e-Tender (NIT) for Procurement of Water Bottle at IIM Ranchi

Dear Sir,

1. I / We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the bid documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the bid conditions of above-mentioned bid document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Guarantee Performa for the items purchased

(Annexure 'C')

We hereby guarantee the year-round performance for “**supply of Water Bottle at IIM Ranchi**”, which have been delivered at the location described below:

LOCATION - Indian Institute of Management Ranchi, Prabandhan Nagar, Naya Sarai Road, Ranchi -835303 (Jharkhand)

For a period of **1 year (or more)** from the date of acceptance of the components asked in the bid document of “**Notice Inviting e-Tender (NIT) for Procurement of Water Bottle at IIM Ranchi**”. We agree to replace free of cost to the satisfaction of IIM Ranchi any or all such components that may prove defective in workmanship, equipment or materials within that period, ordinary wear and tear and unusual abuse or neglect excluded, together with any other work, which may be damaged or displaced in so doing.

Signature of Contractor:

Date:

Seal:

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**

**Financial Bid:
(Annexure 'D')**

To,
The Director
IIM Ranchi
Prabandhan Nagar, Naya sarai Road, Ranchi-835303

Sub: Financial Bid, Bid Reference No: IIM Ranchi/NIT/Waterbottle/2024-25/04 dt. 09.05.2024

Name of Bid / Work: - Notice Inviting e-Tender (NIT) for Procurement of Water Bottle at IIM Ranchi

Sl. No	Item Specification as per Annexure-A	Quantity	UOM	Unit Rate	GST (as applicable)	Total Unit cost(incl. GST)	Grand Total	Make and Model	Warranty
1	Water Bottle as per Annexure-A	1305	Nos.						
	Total Cost								

Signature of Contractor:

Date:

Seal:

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**

Certificate for Tender
(To be given on bidder's Letter Head)

Date:

To,
The Director
IIM Ranchi
Prabandhan Nagar, Naya sarai Road, Ranchi-835303

Sub: Certificate of compliance as per Rule 144 (xi) GFR's 2017

Tender Reference No: IIM Ranchi/NIT/Water bottle/2024-25/04 dt. 09.05.2024

Name of Tender / Work: - Notice Inviting e-Tender (NIT) for Procurement of Water Bottle at IIM Ranchi

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Declaration for Local Content

(To be given on Bidder's Letter Head - For tender value below Rs.10 Crores) (To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date: _____

To,
The Director,
Indian Institute of Management Ranchi,
Prabandhan Nagar, Naya Sarai Road,
Ranchi -835303

Sub: Declaration of Local content

Tender Reference No: IIM Ranchi/NIT/Water bottle/2024-25/04 dt. 09.05.2024

Name of Tender / Work: - Notice Inviting e-Tender (NIT) for Procurement of Water Bottle at IIM Ranchi

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has ____% local content.

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."*

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**