

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: www.iimkashipur.ac.in)



TENDER DOCUMENT

FOR DISPOSAL OF MISCELLANEOUS SCRAP ITEMS (UNSERVICEABLE, OBSELETE AND BEYOND ECONOMICAL REPAIR EQUIPMENTS) AT IIM KASHIPUR ON "AS IS WHERE IS BASIS"

NOTICE INVITING TENDER (NIT) NO. IIMKASHPUR/PUR DEPTT /NIT/ 02 / 2023-24 DATED 02 MAY 2023

<u>SECTION – I</u>

The Indian Institute of Management (IIM) Kashipur, having its office at Kundeshwari, District – Udham Singh Nagar, Kashipur, Uttarakhand – 244713, is an Institute of national importance under the aegis of the Ministry of Education, Government of India set up to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

The IIM Kashipur invites bids in **Two- bid system** from reputed, experienced and financially sound parties / companies.

Brief Tender Details:

Tender Description	EMD Value (Rs.)
Tender For Disposal of Miscellaneous Scrap Items at IIM Kashipur on "As is Where is Basis"	5% of the Bidding value to be accompanied with the Tender

The tender document can be downloaded from Institute website: www.iimkashipur.ac.in and Central Public Procurement (CPP) portal http://eprocure.gov.in/epublish/app and bids are to be submitted (hard copy) at IIM Kashipur as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

Critical Dates of Tender:

SI. No.	Particulars	Date	Time
1.	Date and Time of online Publication /Download of Tender	02 May 2023	1100hrs
2.	Date and Time of Inspection of Materials (From 04 May 2023 to 23 May 2023) between 1000hrs to 1400hrs	04 May 2023 to 23 May 2023	1000hrs to 1400hrs
3.	Bid Submission start date & time	04 May 2023	1000hrs
4.	Bid Submission close date & time	24 May 2023	1500hrs
5.	Opening of Technical Bid	24 May 2023	1530hrs



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INSTRUCTIONS TO BIDDERS

1. Bids in sealed cover are invited from reputed experienced and financially sound parties. Please super scribe the outer cover of the sealed bid as <u>"Disposal of Miscellaneous Scrap Items"</u>, <u>NIT/02 (dated 02 May 2023)</u> to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.

2. The Financial bids of only Technically qualified eligible bidders will be considered, after the same has been ascertained by evaluation of the Bids by the Committee. Considering the urgency, no requests for extending the deadline shall be considered.

3. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:-

Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: www.iimkashipur.ac.in
Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel	91-7088270882,7900444090 / 321
e-mail ids of contact personnel	purchase@iimkashipur.ac.in
Last date and time of submission of bid	24 May 2023 at 1500hrs hrs. Any changes of the schedule will be notified on the Institute's website.
Date and time of opening of Bid	24 May 2023 at 1530 hrs onwards. Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the duly constituted Committee.

4. Cost of Bid Document/Tender Fee:- N/A

5. <u>Issue of Tender</u>:- The tender document can be downloaded from the Institute website - www.iimkashipur.ac. in or eprocure.gov.in. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

6. <u>Manner of depositing the Bids:</u> Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e- mail will not be considered.



7. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.

8. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

9. <u>Forwarding of Bids</u> – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain two separate envelopes of Technical Bid and Financial Bid, duly marked with the content on each. The Technical Bid should contain copy of NIT document duly singed and stamped on each page along with Annexure-I of the NIT supported by demand draft (EMD) as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services. Financial Bid envelope should contain only Annexure-II of the NIT, duly filled and signed.

10. <u>Clarification regarding contents of the NIT:</u> A prospective bidder who requires clarification regarding the contents of the bidding documents shall send their query/queries at <u>purchase@iimkashipur.ac.in</u> latest by 18 May 2023, any queries received beyond the above mentioned timeline shall not be entertained. IIM Kashipur response to the queries shall be uploaded on the website.

11. <u>Modification and Withdrawal of Bids</u>: A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email 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 shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.

12. <u>Rejection of Bids</u>: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

13. <u>Validity of Bids</u>: The Bids should remain valid till 90 days from the last date of submission of the Bids.

14. <u>Earnest Money Deposit (EMD)</u>: Bidders are required to submit (EMD) of amount of 5% of the Bidding value to be accompanied with the Tender The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business payable in favour of "Indian Institute of Management, Kashipur" payable at Kashipur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD is not exempted.

15. <u>Payment Terms:</u> - The vendor must make the payment of the whole amount through ECS/ NEFT /DD in favour of "Indian Institute of Management, Kashipur" within ten (10) working days after receipt of the letter regarding award of contract, failing which the contract may be cancelled. Taxes like GST etc. will be paid as per Govt. norms.



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<u>SECTION – II</u>

Terms and Conditions of the Contract

1. <u>General Terms and Conditions:</u>

(a) The scrap items shall be sold to highest bidder.

(b) The **scrap shall be removed** from the campus **within 15 (Fifteen) days** from the award of contract.

(c) The items will be sold in the same condition as they exist on "As is where is basis".

(d) The Buyer shall make his own arrangements for transport and will not be entitled to claim any facility or assistance for transport. If the original buyer wishes to take delivery of the goods purchased through a representative, he must authorize the representative by a letter of authority which shall be presented to IIM Kashipur.

(e) If the items are not lifted within the time specified in the Work order, IIM Kashipur may forfeit the total amount submitted by the bidder. The buyer shall not be liable to claim from IIM Kashipur at a later stage.

(f) No items once disposed to the successful bidder, shall be taken back by IIM Kashipur in any conditions whatsoever.

(g) The bidders are advised to visit the institute at the given time for inspection of the scrap items before quoting the amount of the scrap items.

(h) In case, the successful bidder deposits the full amount within the stipulated period but fails to lift the goods in the scheduled time, this office shall not take responsibility for the safe custody of the goods.

(i) No damage shall be caused to the existing property of this office in the premises while removing the material from the institute. Any loss/ damage to the property of the institute or injury or personal accidents suffered by any person due to negligence or action of the successful bidder or his authorized workers/ supervisor will be borne by the successful bidder.

(j) Goods/Material will be removed under the supervision of the designated officer(s) of IIM Kashipur. Material will have to be removed within the time stipulated in the acceptance letter. No extension of time will be given under any circumstances. Delay, beyond the stipulated time, may entail cancellation of award/order.

(k) No request for inspection will be entertained after the award of work.

2. <u>Non-disclosure of Contract documents</u>: Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.



3. <u>Amendments:</u> No provision of present 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 this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

4. <u>Notices</u>: All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.

5. <u>Force Majeure:</u> Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Kashipur's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

6. <u>Indemnity:</u> The Contractor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/commission/omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.

7. <u>Arbitration</u>: In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Kashipur alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Kashipur, Uttarakhand and the arbitral proceedings shall be conducted in English language only. The cost of arbitrator shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.



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SECTION- III

Technical Eligibility Criteria of the Bidders

1. <u>Eligibility Criteria</u>

a) Bidders shall be a Sole Proprietor/ Partnership Firm /Company.

b) Bidder must have GST registration certificate issued by competent authority.

c) Bidder must have PAN.

d) Bidders must have valid license from Uttarakhand/Central Government for Dismantling of E-waste.

e) Bidders must have valid license from Uttarakhand/Central Government for storage of Hazardous/ Non-Hazard and other Wastes.

f) The bidder should not be blacklisted by any office/ department of Central/ State Government/ Public Undertaking.

2. <u>Evaluation Criteria</u> - 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 NIT, both technically and commercially.

b. The Technically qualified bidders shall be invited for attending the financial bid opening. However, the opening shall not be postponed due to non-availability of the bidders.

c. The successful Bidder will be decided upon the highest price quoted by the particular Bidder as per the Financial Bid on Annexure-II.

d. Decision taken by the committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.



Indian Institute of Management Kashipur Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

ANNEXURE-I

(Refers to IIM Kashipur/NIT/02)

PROFILE OF THE BIDDER

SI. No.	Description	Information
1.	Name of the Organisation	
2.	Nationality	
3.	Address of the Firm:	
	(a) Registered Address	
	(b) Branch Address (if any) (Enclose copy of Address Proof Documents)	
4.	Telephone Nos.	
	(a) Landline No.	
	(b) Mobile No.	
	(c) Fax No.	
	(d) E-mail Id	
5.	GST and PAN Number (Also attach the copies)	
6.	Details of Bank Account (Enclose front page Bank Passbook or Cancelled Cheque copy)	
7.	EMD Details:	
	(a) Amount	
	(b) DD Number	
	(c) Date of Issue	
	(d) Issuing Bank	
	(e) Issuing Bank Address	
8.	Certificate/ Undertaking	I/We have read the NIT document and shall abide to the Terms and Conditions of the NIT. The ibid information given is true and to the best of my knowledge.



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ANNEXURE-II

(Refers to IIM Kashipur/NIT/02)

FINANCIAL BID

Name of the Tenderers Firm: _____

Description	Amount quoted in INR (Rs)
Disposal of Miscellaneous Scrap Items (Unserviceable, Obsolete and Beyond Economical Repair Equipments) at IIM Kashipur on "As is Where is Basis" as per List at Annexure-III.	

Amount Quoted in words:

Note:

(a) The bidder quoting the Highest Amount of the **whole lot** will be the successful bidder.

(b) The scrap shall be removed from the campus within 15 (Fifteen) days from the award of contract between 1000hrs to 1400hrs between Monday to Friday. Date and Time of Inspection of Materials from 04 May 2023 to 23 May 2023.

(c) The items will be sold in the same condition as they exist on "As is where is basis".

(d) The bidders are advised to visit the institute at the given time for inspection of the scrap items before quoting the amount of the scrap items.

(e) I/We have read and understood the NIT document and shall abide to the Terms and Conditions of the NIT. The ibid information given is true and to the best of my knowledge.

Date:

Signature of the Tenderer with Firm's Seal



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ANNEXURE-III

(Refers to IIM Kashipur/NIT/02)

SI. No.	Description	DOQ	Qty
1	Air Conditioners (Split and Windows) 1.5 TON and 2 TON	Each	135
2	Air Cooler	Each	06
3	Washing Machine	Each	101
4	Refrigerator	Each	68
5	Microwave	Each	38
6	Television LED/LCD	Each	62
7	Bed	Each	552
8	Set (Opel Bed + Study Table + Chair + Steel Rack + Side Table)	Set	65
9	Chair	Each	855
10	Table	Each	1237
11	Cupboard	Each	07
12	Cupboard cum Dressing Table	Each	20
13	Book Rack	Each	1015
14	Stool	Each	480

MISCELLANEOUS SCRAP ITEMS AT IIM KASHIPUR

Note:

(a) The bidders are advised to visit the institute at the given time for inspection of the scrap items before quoting the amount of the scrap items.

(b) The above items are of different make and models. Also, the sizes of the furniture are also different.