

भारतीय प्रबन्ध संस्थान लखनऊ

Indian Institute of Management Lucknow

Prabandh Nagar, IIM Road, Lucknow – 226 013 (India) Website: <u>www.iiml.ac.in</u>

NIT No: IIML/PUR/04/2025-26

Tender ID on eProcure portal: 2025_IIML_864987_1

Introduction: Indian Institute of Management, Lucknow (hereinafter called "IIML / Institute") invites online bids from bidders, meeting the eligibility criteria mentioned in this NIT, for "the comprehensive deployment, operation, and support of a Digital Cinema Equipment (DCE) setup in the Institute Auditorium **on rental basis**". The detailed scope of work is mentioned in the NIT.

A free view of NIT is available on Govt. eProcure portal i.e. <u>https://www.eprocure.gov.in</u> and on Institute website <u>www.iiml.ac.in</u>. Interested Firms/agencies may sign in online to obtain user-ID and password using Digital Signature. The tender documents comprise of Technical bid and a Financial bid. The bidders may download the tender on acceptance of terms & conditions. The technical bid shall be consisting of 'Filled, signed and stamped Technical Bid with supporting documents" and shall be to be uploaded on the eProcurement Portal of the Government of India i.e. <u>https://eprocure.gov.in</u> using Digital Signature before the last date & time for submission as mentioned in the tender notice. Bid submitted through any other medium (physical, email, etc.) will NOT be accepted.

Estimated Tender Value (Annual)	Rs.4,75,000/- (Rupees Four Lakh & Seventy-	
	five Thousand only)	
Last date for Submission of Bid	9 th July 2025 (10:00 am)	
Technical Bid Opening	10 th July 2025 (10:00 am)	
Bid Security/EMD	Rs. 10,000/-	
Financial Bid Opening	To be communicated to the qualified technical bidders through CPP Portal	
Validity of Tender	120 (One Hundred Twenty Days) days from the date of opening of tender.	
Venue for Pre-bid meeting/opening of Technical and Financial bids	The Chief Administrative Officer Indian Institute of Management Prabandh Nagar, IIM Road Lucknow – 226013 0522-6696917/0522-6696929	

Important Details

<u>Chief Administrative Officer</u> For Indian Institute of Management Lucknow

Date: 18/06/2025

INSTRUCTIONS FOR THE BIDDER:

- 1. The bidder shall explicitly indicate the relevant supporting documents stipulated in this document.
- 2. The bidder is advised to go through the eligibility criteria before filling the tender.
- 3. **Amendments to Bidding Documents:** At any time before the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, can modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids
- 4. The bidder shall carefully examine and understand the specifications/nature of work/conditions in this document and seek clarifications, if required, to ensure that they have understood all specifications/conditions of NIT. Such clarifications should be sought before submission of bids.
- 5. The incomplete bids, conditional bids, bid non-conforming to the terms and conditions to the terms & conditions and bids not submitted in the prescribed format are liable for rejection.
- 6. All erasures, cuttings and alterations made must be attested by the authorized person while filling the tender document. Over-writing of figures is not permitted.
- 7. If any discrepancy/misprint is noticed in specification or BOQ, it should be clarified from the institute before uploading the bid.
- 8. Any effort by the bidder to influence any IIML Official regarding the tendering process may result in rejection of his bid.
- 9. IIM, Lucknow reserves the right to reject unreasonable and unviable rates. The Bidders, who attempt to spoil the tendering process by quoting unviable/unfeasible rates/predatory prices, their EMD may be forfeited.
- 10. In case of differences arising in the terms and conditions of the tender documents with the firm(s), the decision of IIM Lucknow shall prevail.
- 11. All communications during the tender process and after finalization of tender will be through email. It is compulsory for bidders to provide a valid email ID in the technical bid.' Corrigendum/ Addendum will be issued on the website of the Institute and CPP.
- 12. IIM Lucknow reserves the right to modify/change/delete/add any further terms and conditions prior to actual signing of the agreement
- 13. The institute does not bind itself to accept the lowest or any other tender and reserve the right to accept or reject any or all the bidders either in full or in part without assigning any reason. [Edited]

1. <u>Bid submission process</u>

- 1.1 Tender should be uploaded on the online bid in a two-bid system on CPPP e-procure portal (Techno-commercial bid and Financial/Price bid) in the enclosed Performa duly filled in and signed separately.
- 1.2 No price should be mentioned in the Techno-Commercial bid. A separate excel file (Financial bid) has been made available on the portal for submitting the rates / financial bids. The rates shall not be disclosed in the technical bid. Disclosure of rates with Technical bids will result in technical disqualification.
- 1.3 Technical Bid should include the following:
 - 1.3.1 Filled, signed and stamped Technical Bid
 - 1.3.2 Supporting documents as mentioned in the eligibility conditions

1.3.3 Declaration accepting the tender conditions & non-blacklisting of the bidder (Annexure-I).

2. Bids Evaluation Method:

- 2.1 The Technical bids of the bidders shall be opened & evaluated by the constituted Tender Evaluation Committee. The bidders, submitting the required documents with the technical bid, will be declared as technically qualified. The committee, if required, may seek clarification from the bidders.
- 2.2 The Financial bid of the only Technically qualified bidders will be opened. The rate quoted by each item will be multiplied by the weightage mentioned in the Financial Bid format and the total of the resultant figure will decide the lowest bidder, who will be declared as successful bidder and awarded the contract, subject to approval of the Competent Authority.

3. <u>Scope of Work:</u>

The scope of work for the Service Provider at Indian Institute of Management Lucknow shall include the comprehensive deployment, operation, and support of a Digital Cinema Equipment (DCE) setup for the Institute Auditorium, and shall cover the following responsibilities:

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1.	Installation & Commissioning		Supply, installation, testing, and commissioning of Digital Cinema Equipment (DCE) as listed in Annexure (A) of the Agreement (enclosed) on rental basis. Ensure seamless projection of feature films, advertisements, educational, and vocational content using the installed DCE
2.	Training & Handover	i. ii.	Provide basic training to theatre operators for handling the DCE. Submit operation manuals and necessary documentation during handover.
3.	Software/Hardware Support		Provide free software updates and necessary hardware upgrades/replacements as required during the agreement term. Respond and resolve any unserviceability issues within 2 working days.
4.	Operational Integrity:	i. ii.	Ensure DCE is installed as per industry standards and configured to prevent piracy, unauthorized usage, and tampering. Only authorized Service Provider representatives are
5.	Security & Damage Responsibility	i. ii.	allowed to move or service the system. The Exhibitor (IIM Lucknow) is responsible for ensuring the safety of the DCE; however, any major repair/replacement responsibility lies with the Service Provider for technical faults. Any damage caused by the Exhibitor's negligence will be reimbursed from the security deposit.
6.	Content Delivery:	i. ii.	Deliver scheduled content reliably, except for conditions caused by third party delays or unavoidable circumstances. The DCE must be compatible with all screening formats approved by the Institute.

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7.	.Sourcing &	i.	Services to source and make available films/content for
	Licensing		screening at IIM Lucknow and to obtain licenses to play
	Movies/content		those films/content via DCE.
		ii.	Services more commonly known as booking services in
			the film trade.
8.	Piracy Compliance	i.	Strict antipiracy measures must be in place.
	& Incident Handling	ii.	If any piracy or copyright infringement is detected,
			immediate corrective actions must be initiated by both
			parties.
9.	Warranty &	i.	Full support and maintenance of the DCE shall be
	Maintenance:		provided for the term of the agreement (5 years).
		ii.	Any part failure must be addressed promptly, and
			comprehensive support shall be ensured.
10	Integration with	i.	Ensure compatibility and seamless integration of the DCE
	Existing Systems		with any existing infrastructure or systems within the
			auditorium.
11	End of Term	i.	Upon termination or expiry, all equipment will be
			returned in functional condition to the Service Provider.
		ii.	The Service Provider shall uninstall and take back the
			equipment after mutual coordination.
		1	equipment after inutual coordination.

This scope of work supersedes any prior generic scope and aligns with the deliverables, responsibilities, and terms outlined in the Agreement (format enclosed), proposed to be executed between IIM Lucknow and the Service Provider/ successful bidder.

Further, the scope of work has been described in the draft agreement, which is enclosed at Annexure-II.

4. Eligibility Criteria for Technical Evaluation:

- a) The bidders are required to fill, sign & stamp the form 'Technical-Bid' and its enclosures and attach the documents mentioned in it sequence-wise.
- b) The bidder should have valid GST number. (Enclosed GST Registration Certificate).
- c) The bidder must have at least 3 years of experience of providing similar services to any reputed organization. (Enclose any agreement / contract/ work order for executing such contract. The date is issue shall be older than 3 years).
- d) The bidder shall have at least one running contract
- e) The bidder must have a minimum average annual turnover of Rs.5,00,000/- (Rupees Five lakh only) for similar services provided during the last three years (2024-25, 2023-24 & 2022-23). (Please enclose an audited Balance-sheet or certificate from the Chartered Accountant). [Edited]
- f) The bidder shall deposit the EMD amount (refer to para- 'Earnest Money Deposit' of the NIT) and shall enclose the screenshot with the technical bid. For those who are exempted from EMD, a valid certificate in this regard shall be provided along with the technical bid.
- g) There should be no criminal case pending with the police against the Proprietor/ Firm/ Partner or the Company (Contractor) and the firm should not be blacklisted by Central Government/ State Government/ PSU/any other Institutes. The declaration to such state as incorporated will be assumed for this purpose.
- h) The Cut off to determine the eligibility criteria shall be the 'last date of submission of BID'.
- **5. Earnest Money Deposit**: Bidders are required to deposit an amount mentioned on the first page of the tender document as Earnest Money Deposit (EMD) to the below-

mentioned bank account of the Institute on or before the last date & time mentioned above. EMD through any other form will not be accepted. UTR number / Transaction ID and date of Deposit/Transfer of EMD shall be mentioned in Technical Bid at the appropriate place. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificate.

Bank Account No.	07231450000294
Name of Bank & Type of Account	HDFC/Savings
IFSC Code	HDFC0000723

EMD of all unsuccessful bidders will be returned after the finalization of the tender. EMD of the successful bidder will be returned only after receipt of the Security Deposit towards the Performance Security Deposit. In case, the bidders provide false or misleading information or make changes in the downloaded document or provide a forged document or hide facts relevant to the tender/bidder, the EMD of such bidder may be forfeited. Such action can be taken at any stage of the bidding process i.e. during or after the process.

- **6.** Forfeiture of EMD: On the following occasions, the EMD shall be forfeited:
 - 1. In case the bidder withdraws his bid after the last of the submission of the bid.
 - 2. In case the bidder does not fulfill his obligations after the awarding of the work order within the stipulated time period.
 - 3. In case the bidder provides misleading or false information or submits forged documents.
 - 4. In case the bidder accepts the work order on a conditional basis after winning the bid and not submitting the performance security. The process of debarred/blacklisting shall be initiated in this case.
- **7. Performance Security Deposit:** The Institute will pay an amount quoted by the bidder towards refundable security deposit (Refer draft agreement for details).

8. Disqualification

- 1) Proposal not submitted in accordance with this document required or without enclosing proper documents while uploading bid documents on e-procurement portal.
- 2) During the validity of the proposal or its extended period, if any, the bidder increases his quoted prices.
- 3) Proposal is received without duly filled and signed with a stamp of the technical bid. The proposal is not accompanied by all requisite documents.
- 4) If the quotation is received without EMD or valid certificate for exemption (NISC/MSME only for manufacturers).
- 5) The financial bid/ BoQ must NOT be enclosed /uploaded with the Technical bid. Disclosure of rates in Technical bid will result in Technical Disqualification. Despite fulfilling all eligibility criteria, such a bid shall not be considered for further evaluation.
- 6) Information submitted in the tender proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

9. Execution of agreement:

The successful bidder/Service Provider will be required to execute an agreement on a nonjudicial stamp paper of Rs.100/- (cost to be borne by the successful bidder) within 30 days from the date of issue of work order/ LoI (Letter of Indent). The format for agreement is enclosed at Annexure-II

1. Validity of the bid:

The validity of the bid should be 120 days from the last day of the submission of the bid. No changes in the bid or withdrawal of the bid would be permitted after the last day of the submission of the bid. In case, the tender could not be finalized within the bid validity, the extension of the bid validity shall be requested in writing from the bidder before the expiry of the bid validity. Deny of bid extension shall be considered unresponsive and will not be considered for further evaluation.

2. Disclaimer Clause:

IIM Lucknow has the discretion and right at any stage to cancel/add or amend the information, terms, procedure and protocol set out in the NIT and the bidder has no claims against such right. The institute has unfettered right hereunder to terminate the arrangements at any time without assigning any reason whatsoever. The jurisdiction for dispute (s), if any, shall be Lucknow.

3. Force Majeure

Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements.

The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus the Force Majeure will free both parties from contractual obligations / liability when prevented by such events from fulfilling obligations as the same will be suspended for the period of Force Majeure. However, if the performance in whole or part or any obligation under this contract is prevented or delayed for period exceeding 120 days, either party may at its option terminate the contract without any financial repercussions on either party by giving at least 15 days' notice.

4. Arbitration & Jurisdiction

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or subject thereof or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of negotiations shall be settled by referring the dispute to the Director, IIM, Lucknow, who shall appoint an Arbitrator to adjudicate the same who should be unconnected with IIM Lucknow and the cost of arbitration shall be divided equally between IIML and the bidder. The proceedings will be governed by the provisions of the Arbitration & Conciliation Act, 1996. The place of arbitral proceedings will be Lucknow. By consent of parties the jurisdiction of all other courts are excluded and the courts at Lucknow alone shall have jurisdiction The language of the arbitral proceedings shall be English. [Edited]

TECHNICAL BID (To be filled by the bidder with all required enclosures)

NIT No. dated [Edited]

		Part-1
Sr. No.	Name of the Bidder	
1.	Name of the authorized person	
	[who signs on the tender document]	
2.	E-mail address	
3.	Address of the Bidder	
4.	Phone / Mobile No.	
5.	GST No. (Attach a copy of certificate)	
7 (a)	The bidder must have at least 3 years of	Name of Client:
	experience in similar services (enclose work order issued 3 years prior to the last date for submission of bids).	Date of Award:
		Valid till:
7(b)	The bidder should have one running contract for providing similar services	Name of Client:
	(Enclose documentary evidence i.e. contract/agreement/ work order)	Date of Award:
		Valid till:
8.	A minimum average annual turnover of	2024-25:
	Rs.5,00,000/-	2023-24 :
	(Rupees Five lakh only). Enclose CA Certificate or Audited Balance	2022-23:
	Sheet.	
9.	Enclosed proof of deposited Earnest	UTR No:
	Money Deposit: A copy of NIFT/RTGS	Date:
	transaction of EMD amount.	Amount:
10.	Enclosed undertaking as per Annexure-I	

The undersigned agrees to have read and abide by *terms and conditions mentioned in the* above mentioned NIT.

Further, the undersigned agrees to all the terms and conditions mentioned in this Tender Document/ NIT. The undersigned also agrees that all the information provided above are true to the undersigned's knowledge and belief. Any false information given therein shall render the undersigned disqualified and in case, the contract is awarded, the same may be terminated on account of that and EMD may be forfeited.

(Signed & Stamp of the bidder)

Date:....

<u>FINANCIAL BID</u> (To be filled by the bidder) (Only for Reference, DO NOT FILL RATE IN THIS)

<u>NIT No</u>	o	lated		
S. No.	Particulars	Amount in INR (including GST)	Weightage for deciding L-1	Total (on this L-1 will be decided)
1.	One-time Installation Fee (Non- Refundable) payable by the Institute, if any	Rs/-	1	
2	Registration Fee payable by Institute, if any	Rs/-	1	
3	Equipment Monthly Rent (Including GST) payable by the Institute	Rs/-	18	
4	Equipment Monthly Rent (payable by Institute) during the Auditorium shutdown (Apprx. 3 months / year) - (Including GST)	R3. 2	00	52
5	Booker Charges per movie, payable by Institute	Rs.q	OTATOLS	
6	Insurance/Transportation Costs, if any, payable by Institute	Estimate of the	1	
7	Refundable Security Deposit (payable by Institute): Must not exceed Rs.75,000/- (Rupees Seventy-five thousand only)	R:/-	0	
	Total Amount (sr. no. 1 to 6)	Rs/-		

<u>Note:</u>

- 1. The amount quoted at sr. no. 7 "Refundable Security Deposit (payable by Institute): Must not exceed Rs.75,000/- (Rupees Seventy-five thousand only)" above will NOT be considered for Financial Bid evaluation.
- 2. The quoted rate will be multiplied by "Weightage for deciding L-1" and the resultant figure will be compared for finding the Lowest Bid.
- 3. The contract to the successful bidder (quoting lowest rate) will be awarded on unit rate filled at "Amount in INR (including GST)"

(ON LETTER HEAD OF THE BIDDER) UNDERTAKING

With respect my/our bid submitted against NIT No. _______ dated ______, I / We ______ Partner / Sole Proprietor (Strike out which is not applicable) of (Name & Address of Firm) ______to hereby declare and solemnly affirm:-

- i. That the individual/ firm/ Agency is /is not debarred or black-listed by any department of the Union Govt./State Government or any Autonomous Institute.
- ii. That the terms and conditions mentioned in the above mentioned NIT are acceptable to the undersigned and s/he will abide by these in Letter and spirit.
- iii. That the owner/ partner / Director of the participating firm (bidder), is NOT connected/related to the IIM Lucknow, directly or indirectly.

The undersigned does hereby solemnly declare and affirm that the above declarations are true and correct to the best of his/her knowledge and belief. No part of it is false and nothing has been concealed therein. The undersigned understand that in case the information provided by her/him found to be false/ incomplete at any stage, her/his bid / empanelment will be liable to be cancelled / terminated and will attract appropriate action.

Date: _____

Place: _____

STAMP & SIGNATURE OF THE BIDDER

This Agreement ("Agreement") is made between:

Indian Institute of Management, Lucknow, owning a theatre under the name "Institute Auditorium", having its office at Lucknow, hereinafter referred to as the "EXHIBITOR", of the FIRST PART;

AND

[Insert Name of Service Provider], a company/proprietorship/LLP incorporated under the laws of India, having its office at [Insert Address], hereinafter referred to as the "SERVICE PROVIDER", of the SECOND PART.

The Exhibitor and the Service Provider shall hereinafter collectively be referred to as the "Parties" and individually as a "Party."

1. PREAMBLE

This Agreement is entered into for providing film projection services through Digital Cinema Equipment (hereinafter referred to as "DCE") as listed in Annexure "A," on such terms and conditions and at a consideration as agreed herein.

2. Effective Date

"Effective Date" shall mean the date on which the DCE has been installed and commissioned at the Exhibitor's premises.

3. Term

The term of this Agreement shall be 5 years, with a lock-in period of 2 year from the execution date. Neither party shall terminate the Agreement during the lock-in period, except as provided in Clause 8.

4. Renewal

Parties may mutually renew this Agreement upon expiry.

5. Payment and Consideration

The Exhibitor shall pay the Service Provider a refundable security deposit in form of Fixed Deposit Receipt (FDR) pledged to Service Provider of *<as quoted by bidder>* as outlined in Annexure A.

6. Obligations of the Parties

i. Service Provider shall:

- Install, commission, and maintain the DCE, with free hardware/software updates during the term.

- Provide one set of DCE per screen per Annexure A.
- Provide operator training at no extra cost.

- Supply feature film/advertisement/educational content through the DCE, excluding any illegal content.

- Not be liable for revenue losses due to non-completion of show, unless caused by unresolved DCE issues due to negligence.

- Not be responsible for delays caused by third-party content suppliers.
- ii. Exhibitor shall:

- Use the DCE for all screenings for which content rights are obtained via Service

Provider.

- Maintain the DCE in operable condition; damages will be deducted from the security deposit.

- Ensure that DCE is not tampered with or relocated without the presence of Service Provider engineers.

- Adhere to anti-piracy safeguards and report any infringement.

- Pay all applicable government fees, taxes, and license charges.

- Indemnify Service Provider in case of theft/seizure/confiscation of equipment.

- Notify Service Provider of lease/licensing changes of the premises to ensure continuity.

7. Termination

Lock-in period: 2 year.

Early termination requires 30-day notice by either party.

On termination, Exhibitor shall return DCE in working condition; Service Provider shall stop services.

Equipment must be handed over to authorized Service Provider representatives.

8. Miscellaneous

Confidentiality: Neither Party shall disclose any terms or information without prior written consent.

Force Majeure: No liability for delays due to events beyond control (e.g., war, strikes, natural disasters).

Governing Law: Subject to the laws of India. Courts in Lucknow, India shall have exclusive jurisdiction.

Insurance:

The Service Provider may insure the equipment. Exhibitor to ensure its physical safety. [Edited]

IN WITNESS WHEREOF, the parties have executed this Agreement.

SERVICE PROVIDER	
Name:	
Designation:	
In the presence of:	

THE EXHIBITOR (IIM Lucknow) Name: Designation: In the presence of:

Annexure A

COMPONENTS OF DIGITAL CINEMA EQUIPMENT (DCE) (Tick the boxes applicable)

- 1. Cinema Playback Server with Keyboard/Touchpad
- 2. Satellite Dish & Accessories
- 3. Rack & Cables (if applicable)

The following items are available with the Institute. The Bidder (service provider) may choose to visit the site for issues related to compatibility. In case of non- compatibility of the available equipment, the service provider will be required to provide these equipment on the quoted rental:

- 1. Projector with Lens
- 2. Lamps
- 3. UPS
- 4. Rack & Cables

PAYMENT STRUCTURE (Indicative)

- Refundable Security Deposit: <to be quoted by the bidder>: Must not exceed Rs.75,000/-(Rupees Seventy-five thousand only): *The Institute will submit Fixed Deposit Receipt pledged to Exhibitor for the amount mentioned by the Service Provider*

- One-time Installation Fee (Non-Refundable) payable by the Exhibitor, if any: <to be quoted by the bidder>

- Registration Fee payable by Exhibitor, if any: <to be quoted by the bidder>

- Equipment Monthly Rent (Including GST) payable by the Exhibitor: <to be quoted by the bidder>

- Equipment Monthly Rent (payable by Exhibitor) during the Auditorium shutdown (Apprx. 3 months / year) - (Including GST): <to be quoted by the bidder>

- Booker Charges per movie, payable by Exhibitor: <to be quoted by the bidder>

- Insurance/Transportation Costs, if any, payable by Exhibitor: <to be quoted by the bidder>