

## भारतीय प्रबन्ध संस्थान, लखनऊ

#### **INDIAN INSTITUTE OF MANAGEMENT LUCKNOW**

Prabandh Nagar, IIM Road, Lucknow-226013

#### **NOTICE INVITING TENDER**

NIT No. – IIML/PUR/SA/31/2020-21 Dated – 30/03/2021

# NIT FOR "HIRING (ON RENTAL BASIS) OF 51 NOS OF BRAND NEW FULLY AUTOMATIC WASHING MACHINES FOR STUDENT HOSTELS AT IIM LUCKNOW"

Online E-tenders are invited in Two-Bid System (i.e. Technical Bid & Financial / Price Bid) for work mentioned below in E-mode from Contractors (Indian Nationals/ Firms only) and free view NIT is available on Govt. E-Procurement portal i.e. https://eprocure.gov.in. Interested agencies are requested to sign-in on https://eprocure.gov.in (new user sign-in). Unregistered agencies will be required to register on <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> with valid DSC. The tender documents comprises Technical bid and price bid. It is requested to download the Tender on acceptance of terms & conditions. The duly filled technical bid and price bid may be uploaded on E-Portal of Govt. E-Procurement site i.e. https://eprocure.gov.in using Digital Signature before the last date & time of submission as mentioned in the tender notice. The credentials as listed below shall be uploaded online.

#### **BID INFORMATION:**

Document Description	NIT for "HIRING (ON RENTAL BASIS) OF 51 NOS OF BRAND NEW FULLY AUTOMATIC WASHING MACHINES FOR STUDENT HOSTELS AT IIM LUCKNOW"
EMD & Security Money	'Bid Security Declaration Form' in the format provided at Annexure-I'
Last date & Time of Submission of Response to RFQ Document	Last date: 21.04.2021 up to: 3.00 PM
Pre-bid meeting	Date & time: 12.04.2021 at 11:00 AM  Venue: Meeting Room (1st Floor), Samadhan Building, IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow – 226013 or through Video Conferencing as per decision of the authority.  (Queries, if any, shall be sent to <a href="mailto:PURCHASE@IIML.AC.IN">PURCHASE@IIML.AC.IN</a> 24 hours prior to the pre-bid meeting. No queries will be entertained after pre-bid meeting)
Bid Opening	Meeting Room (1st Floor), Samadhan Building, IIM Lucknow,
(Venue, Date & Time)	Prabandh Nagar, IIM Road, Lucknow - 226013
	Opening date: 22.04.2021 at 3:30 PM
Bid Validity	120 days from the date of opening of bids.

Chief Administrative Officer Indian Institute of Management Lucknow

### **IMPORTANT INSTRUCTIONS FOR BIDDERS**

- 1. Indian Institute of Management Lucknow invites bids from reputed vendors/agencies for "Providing 51 Nos. of brand new fully automatic washing machines 6.5 kg along with 02 nos. of brand new washing machines of same configuration as standby for student hostels on rental basis" at Indian Institute of Management Lucknow. Number of Washing Machines will increase or decrease at the discretion of the management.
- 2. The technical specifications of services, to be complied with by the bidder, are detailed in the NIT.
- 3. All filled bids are to be submitted online on CPP portal on before the last date / time for submission of bids (mentioned in NIT).
- 4. The Director of the Institute reserves the right to reject any of the offers without assigning any reasons thereof.
- All correspondence or corrigendum will only be uploaded / updated on eprocurement portal (CPP) of NIC. Bidders are requested to visit the portal for updates.

#### 1. SCOPE OF WORK

- **1.1** The Institute is looking for a contractor for "providing 51 Nos. of brand new fully automatic washing machines 6.5 kg along with 02 nos. of brand new washing machines of the same configuration as standby in student hostels on rental basis".
- **1.2** The rate quoted by the bidder shall include Maintenance/running cost. No extra amount would be paid in the name of Maintenance/bear & tear.
- **1.3** The rates quoted by the bidder include monthly preventive maintenance services, need-based repairing services (WITH SPARES), routine check-up of washing machines. Minimum 02 washing machines will be required as standby mode and no extra cost would be paid for the stand by washing machines and 02 minimum visit per month will be mandatory to keep these machines well-conditioned.

### 1.4 The period of the contract will be 5 years.

1.5 Either party may terminate the contract with a notice of 3 months. However, in case of a successful bidder's performance is not satisfactory, the Institute may terminate the same without any notice.

#### 2. ELIGIBILITY CRITERIA

- **2.1** The bidder should have average annual turnover of Rs. 10.00 lakh during the last three financial years (Enclosed CA Certificate or Profit & Loss Account and Balance Sheet duly audited by the Chartered Accountant).
- **2.2** The bidder should possess a valid GST Registration Number (Attach GST Certificate).
- **2.3** The Bidder should submit 'Bid Security Declaration Form' in the format provided at Annexure-I
- **2.4** Acceptance of the tender document, i.e. Annexure-II should be submitted.

### 3. GENERAL TERMS & CONDITIONS

- 1. **Disqualification**: The proposal is liable to be disqualified in the following cases
  - i. Proposal not submitted in accordance with this document
  - ii. During validity of the period, or its extended period, if any, the bidder increases his quoted prices.

- iii. Proposal is received incomplete form.
- iv. Proposal is received after due date and time
- v. Proposal is not accompanied by all requisite documents.
- vi. 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.
- vii. If bids are received without 'Bid Security Declaration Form'
- viii. If the bidder has been black listed by any Government/PSU / Autonomous organization.
- ix. The financial bid / rate quoted by the bidder disclosed with the technical bid. Such disclosure will result in cancellation of the bid document. The financial bid given in the tender document is just for understanding of the format. Separate Financial bid/ BoQ in Excel format is available on CPP portal. The same shall be used for uploading
- **2. Payment terms:** Monthly rental for 51 machines will be released only after successful usage of installed washing machines for one month.
- 3. All the work related to the proper installation and functioning of the washing machines shall have to be carried out by the contractor. Transportation, Storage, safety and security of the supplied washing machines, issuance of road permit etc. shall be the sole responsibility of the contractor.
- 4. After proper installation, the commissioning of the washing machines shall be carried out by contractor in presence of concerned officer, and user and accordingly joint commissioning/ handing over report shall be signed in prescribed format.
- 5. Financial offer shall be opened only for those tenders who are technically qualified as per evaluation criteria of **Part-A** of this tender document.
- 6. The Indian Institute of Management, Lucknow do not bind themselves to accept the lowest or any other tender and reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason.
- 7. The tender shall be opened & evaluated by the tender committee and the successful tenderer shall be informed.
- 8. Contractor will perform the work in accordance with the terms of this Agreement. Contractor will generally not subcontract to any other individual or entity or agent, for the work under this Agreement. However, if there is a requirement the contractor may sub-contract by written consent of The Director IIM, Lucknow.
- 9. If any discrepancy occurs between the various instructions conveyed to the contractor or his authorized representative or if any misunderstanding arises between the contractor's staff and IIM's staff, the contractor shall report the matter immediately to the IIM. The decisions of IIM shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubts or misunderstandings shall be admissible.
- 10. Within 30 days from the date of acceptance of the order by the selected bidder, the bidder shall execute a "Contract Agreement" on stamp paper of Rs.100/- with IIML at Lucknow in a format to be mutually agreed between IIML and the selected bidder.

11. **Performance Security**: 05% of total per annum contract value shall be deposited in the form of DD/BANK Guarantee/FDR as a performance guarantee in the name of the institute i.e., "Indian Institute of Management, Lucknow" within 30 days from the award of the contract. The Security Deposit will be refunded after 2 months of the completion/termination of the contract.

### 12. Liquidated damage charges & Penalty:

- (a) For initially installation of machines: 0.05% per day of contract value for delay up to 30 days. 0.10% per day of contract value for delay from 30-60 days and for delay beyond 60 days. The delay shall be reckoned from the end of 02 months. After that tender will be automatically cancelled
- **(b)** After installation of machines & during the contract period: Any defect in the washing machine shall be repaired or the defective machine shall be replaced within 24 hours from date of lodging of the complaint by email/ over telephone, failing which a penalty of Rs. 500/- per day per defective machine will be imposed. In case the machine is not repaired within 7 days, the Institute will be free to get this repaired or replace the machine at the RISK & COST of the vendor/ bidder.
- 13. **Termination of the contract:** The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the following;
  - a) The Bidder is unable to provide required nos. of brand new fully automatic washing machines within the prescribed time limit mentioned by IIML.
  - b) If the Bidder fails to perform any other obligation(s) under the Contract;Or
  - c) The Institute or the Bidder goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - d) Notwithstanding the above, the Institute may terminate / reject the offer for violation of any law, for any reason of quality of service; or for any irregularity committed by the bidder or any other like reasons. If the Contract is terminated the Bidder shall stop providing services immediately.
  - e) The Institute may terminate / reject the offer for violation of any law, for any reason of quality of service/supplied equipment; or for any irregularity committed by the bidder or any other like reasons. If the Contract is terminated the Bidder shall stop providing installation of equipment immediately. Performance Security will be forfeited in such cases.
  - f) If the contract fails to keep the washing machine (s) in running conditions in stipulated time as informed by the concerned official/officer of IIM Lucknow which could be maximum 15 days from the date of communication in this regard, after that the washing machine (s) shall be repair and same would be recovered from the contract's running bills.
- 14. **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 RFQ 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.

15. **Dispute Settlement & Appointment of Arbitrator**: "All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Tender and the resulting agreement 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 may either himself decide the dispute as Arbitrator or appoint some other person as Arbitrator to adjudicate the same, who shall be unconnected with IIM Lucknow. The proceedings will be governed by the provisions of the Arbitration & Conciliation Act 1996. 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 Arbitration shall be English.

### **16.** Force Majeure Clause:

Neither Party shall be liable to the other for any delay or non-performance of its obligation under these presents attributable to any cause or causes which is not wilful and beyond reasonable control including acts of God, orders of regulatory authorities, war, accidental fire, explosion of natural calamities like flood or civil commotion or any pandemic; provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. Bidder to note that rain and monsoon is not part of force majeure and bidder is required to provide all its service as per minimum requirements. The bidder or IIM Lucknow shall not be liable for delays in performing his obligations resulting from any to force majeure cause as referred to and defined above.



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### **Indian Institute of Management Lucknow**

Prabandh Nagar, IIM Road, Lucknow – 226013 (UP)
<u>Website: www.iiml.ac.in</u>

### **TECHNICAL BID - PART-A**

### NIT No. – IIML/PUR/SA/31/2020-21

Dated - 30/03/2021

S.No.	Description	Particulars to be furnished by the Bidder
1.	Name of the firm/company with registered address (attach a attested copy of registration)	
2.	Phone, Email, Mobile and Name of Contact Person	
3.	PAN No. (attach a attested copy)	
4.	GST Registration No. (attach a attested copy)	
5.	Brand's name of offered Washing machines including the following	1. Capacity:
	features 1. Capacity: 6.5 Kg	2. Frequency:
	2. Frequency: =>50 HZ	3. Voltage:
	3. Voltage: => 230 volt 4. Weight: => 29 kg	4. Weight:
	5. Top Load : Yes	(For the following encircle your response)
	6. Transparent Window: Yes	5. Top Load: Yes / No
	7. Delicate: Yes 8. Wool: Yes	6. Transparent Window: Yes / No
	9. Heavy Duty intensive: Yes	7. Delicate: Yes / No
	10. Collar Cleaner: Yes 11. Collar Scrubber: Yes	8. Wool: Yes/No
	12. Digital Fuzzy: Yes	9. Heavy Duty intensive: Yes / No
	13. Only Spin: Yes 14. Mixed Fabric: Yes	10. Collar Cleaner: Yes / No
	15. Motor Overheating Protection: Yes	11. Collar Scrubber: Yes / No
	(The bidder shall have to enclose supporting documents in support	12. Digital Fuzzy: Yes / No
of technical specification of the offered make/model of the machine). The offered model / make must match the above specs.	13. Only Spin: Yes / No	
	machine). The officea modely make mast materiate above spees.	14. Mixed Fabric: Yes / No
		15. Motor Overheating Protection: Yes / No
6	Details of Annual income tax return of 03 years (2017-18), (2018-19)&	(2017-18):
	(2019-20) – (enclose balance sheet / CA certificate)	(2018-19) :
		(2019-20) :
8	Have you enclosed, filled, signed & stamped Annexure-I & II?	Yes / No

I agree to have read and furnish/abide by **Notice Tender** and <u>GENERAL AND SPECIFIC TERMS AND CONDITIONS.</u> I agree to all the terms and conditions mentioned in this Tender Document, I agree that all the information given above is true to my knowledge and belief, any false information given therein shall render me disqualified and my contract may be terminated on account of that.

Signature of	bidder/	represent	tative
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ace	:
	ace

Dated:



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### Financial BID -PART-B

(Not to be filled by the bidder. This is only for reference. The BoQ to be filled & uploaded on CPP by bidder is available on CPP portal).

DO NOT ENCLOSED FILLED FINANCIAL BID WITH TECHNICAL BID

S.No.	Description	Amount (In Rupees)
1.	Monthly Charges in Rupees (to be filled by the bidder) for 51 washing machines with 2 standby machines – (The specifications are given in the technical bid).	
2.	GST Amount	
3.	Total amount including GST (1+2)	

- Note: 1. The successful bidder will provide 51 washing machines + 2 stand by machines, for providing as replacement whenever repair of any machine out of 51 machines takes time. The billing will be for 51 machines or actual requirement of the Institute, whichever is less. The requirement will be communicated by the Institute to the vendor in advance (at least one month).
  - 2. In case there is variation in our requirement, the charges payable will be increased/ decreased proportionately as per the actual requirement. The per machine charges will be calculated by dividing the bidder's quoted amount by 47 machines)

Lowest Bidder (L1) will be decided on monthly total charges (excluding GST) quoted for 51+2(standby) washing machines.

Signature of bidder/representative

### Annexure I

### **Bid Security Declaration Form**

<on the Letterhead of the Bidder>

То,	(Data)
The Chief Administrative Officer (CAO),	<date></date>
Indian Institute of Management Lucknow	
Lucknow.	
Dear Sir,	
I/We, the undersigned declare that: I/We understand that bids must be supp Security Declaration.	orted by a Bid
I/We accept that I/We may be disqualified from bidding for any contract with III of two years from the date of notification if I am /We are in a breach of any of the bid conditions, because I/We	•
<ul> <li>a) have withdrawn/modified/amended, impairs or derogates from the tend during the period of bid validity or its extended period, if any; or</li> <li>b) having been notified of the acceptance of our Bid by the purchaser durin bid validity: <ul> <li>(i) fail or refuse to execute the contract, if required, or</li> <li>(ii) fail or refuse to furnish the Performance Bank Guarantee with the Instructions to Bidders.</li> </ul> </li> <li>c) If the bidder is found indulging in any corrupt, fraudulent or other malpra of the bid;</li> </ul>	ng the period of , in accordance
I/We understand this Bid Security Declaration shall cease to be valid if I am/v successful Bidder, upon the earlier of	we are not the
<ul> <li>(i) the receipt of your notification of the name of the successful Bidder</li> <li>(ii) thirty days after the expiration of the validity of my/our Bid.</li> </ul>	; or
Date:	
Place:	

**STAMP & SIGNATURE OF THE BIDDER** 

### <u>DECLARATION BY BIDDER</u> (on bidder's letter head)

I/weconfirm that the information furnished and attachment submitted and correct.	
I/we are aware that any false information provided here in will rour application for empanelment.	result in the rejection of my /
I/we shall be bound by the acts of the duly authorized signatory and of any other person, who in future, may be appointed by us intimation of such changes has been given.	
I/we undertake to communicate promptly to IIM Lucknow any $\boldsymbol{c}$ working of the firm.	hanges in the conditions or
No employee or direct relation of any employee of IIM Lucknow Partner / Shareholder / Director /Advisor/ Consultant/ Employee	•
I/We also declare that I/we/ our firm have/has never been black! Autonomous organization.	isted by any Government /PSU/
	the tender document (NIT No. agree to abide by the same in all
respects.	
	Signature
Place:	Name: (In Capital Letter)
	Designation:
Date:	(Seal of vendor)