

भारतीय प्रबन्ध संस्थान लखनऊ INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road, Lucknow-226013

NOTICE INVITING TENDER

NIT No. - IIML/PUR/WM-SA/06/2024-25

NIT FOR "HIRING (ON RENTAL BASIS) OF 55 UNITS OF BRAND NEW FULLY AUTOMATIC WASHING MACHINES FOR STUDENT HOSTELS AT IIM LUCKNOW"

Online bids are invited in a Two-Bid System (i.e., Technical Bid & Financial / Price Bid) for work mentioned below in E-mode (online) from Contractors (Indian Nationals/ Firms only) and free view of the Notice Inviting Tender (NIT) is available on Govt. E-Procurement portal i.e. https://eprocure.gov.in. Interested agencies / bidders may participate by registering on https://eprocure.gov.in/ with a valid DSC. The tender documents comprise of the Technical bid and Financial / price bid. It is requested to download the Tender (NIT) on acceptance of terms & conditions. The duly filled technical bid and price bid may be uploaded on the 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 NIT.

BID INFORMATION:

	NIT for "HIRING (ON RENTAL BASIS) OF 55 NOS OF BRAND NEW FULLY AUTOMATIC WASHING MACHINES FOR STUDENT HOSTELS AT IIM LUCKNOW"	
Last date & Time of Submission of Response to RFQ Document	21st day from the date of publication	
Estimated Bid Value	Rs. 27,62,800/-	
Earnest Money Deposit (EMD)	Rs. 60,000/-	
Bid Opening (Venue, Date & Time)	Samadhan Building, IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow – 226013 Opening date: After 24 hours of the bid end date	
Bid Validity	120 days from the date of opening of bids.	

Chief Administrative Officer Indian Institute of Management Lucknow

Dated: 27/06/2024

IMPORTANT INSTRUCTIONS FOR BIDDERS

- 1. Indian Institute of Management Lucknow invites bids from reputed vendors/agencies for "Providing 55 Nos. of brand new fully automatic washing machines 8 kg along with 02 nos. of brand-new washing machines of the same configuration as standby for student hostels on rental basis" at Indian Institute of Management Lucknow. The 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 the CPP portal 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.
- 5. All correspondence or corrigendum will only be uploaded/updated on the e-procurement 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 to "providing 55 Nos. of brand new fully automatic washing machines 8 kg along with 02 nos. of brand-new washing machines of the same configuration as a standby in student hostels on a rental basis".
- **1.2 The** rate quoted by the bidder shall include Maintenance/running costs. 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), and routine check-ups of washing machines. Minimum 02 washing machines will be required as standby mode and no extra cost will be paid for the stand-by washing machines and 02 minimum visits per month will be mandatory to keep these machines well-conditioned.
- **1.4 The period of the contract will be 3 years**, which can be extended for a further period of two years (on a yearly basis) on the same rate, terms and conditions, subject to mutual consent of both parties (IIM Lucknow and the successful bidder, whom the contract is awarded). Either party may terminate the contract with a notice of 3 months. However, in case 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 an 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 shall submit the proof of deposit of EMD or valid certificate for exemption from deposit of EMD.
- 2.4 Acceptance of the tender document, i.e., Annexure-I should be submitted.
- 2.5 The list of models of washing machines from various brands that are recommended to be installed is mentioned in Annexure-II

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 the 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 contract, including extension(s), if any, (no matter at what stage).
 - (vii) If bids are received without the 'Bid Security Declaration Form'
 - (viii) If the bidder has been blacklisted by any Government/PSU/ Autonomous organization.
 - (ix) The financial bid/rate quoted by the bidder is disclosed with the technical bid. Such disclosure will result in the 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 the CPP portal. The same shall be used for uploading
- **2. Payment terms:** Monthly rental for 55 machines or deployed by the bidder as per requirement of the Institute, 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 the 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 reserves 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. The 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 issue of the order, 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. Earnest Money Deposit (EMD) and Performance Security Deposit:

11.1 Earnest Deposit Money: Bidders are required to deposit an amount of Rs. 60,000/- (Rupees Sixty Thousand only) towards Earnest Money Deposit (EMD) to the belowmentioned 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 an appropriate place. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificates.

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 the 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.

11.2 Performance Security Deposit:

On the issue of the work order, the successful bidder shall **Deposit Security of an amount, equivalent to 5% of the quoted rate** in the form of DD/FD/BG from any scheduled bank in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. The validity of FDR/ BG shall be equal to or more than the period of the contract, including the period for which the contract can be extended, plus 60 days. This Security Deposit may, at the option of the IIM Lucknow be forfeited in the event of the contractor's failure to fulfil any of the obligations under the contract/agreement. The security deposit shall be refunded by IIM Lucknow to the contractor after 60 days of the

expiry or completion of the contract. The security deposit shall not carry any interest. It is distinctly understood that IIM Lucknow shall be entitled to appropriate all dues and/or expenses that will be due and payable by the contractor to IIM Lucknow under the items hereof, and/or the result of IIM Lucknow suffering or incurring any damages and/or extra expenses by employing any services to IIM Lucknow consequent to the failure of the contractor to discharge the said services and/or any part or parts thereof to the satisfaction of IIM Lucknow without prejudice to its right against the contractor for damages under the Law, and that shall be recovered from contractor's monthly bill and/or security deposits.

The Security Deposit of the tenderer may be forfeited by IIML without prejudice to any other rights or remedies under the following circumstances: -

- (a) If, after acceptance of the tender, the tenderer fails to take up the job
- (b) If, the successful tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
- (c) If, after acceptance of this tenderer the successful tenderer fails to commence the work within the specified time.

12. Liquidated damage charges & Penalty:

- (a) For initial installation of machines: 0.05% per day of contract value for delay up to 30 days. 0.10% per day of contract value for delays from 30-60 days and for delays 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 the date of lodging of the complaint by email/ over the 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:** Either party can terminate the contract with a written notice of three months. However, if the performance of the contractor / successful bidder is not satisfactory and the same is communicated by IIM Lucknow / user department (Student Affairs Office, IIM Lucknow), the contract can be terminated by IIM Lucknow without any notice. Further, the contract can be terminated in the following scenario:
 - a) The Bidder is unable to provide the 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 Bidder goes bankrupt or goes into liquidation other than for reconstruction or amalgamation;
- 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 tender/ NIT and the bidder has no claims against such right. The institute has an unfettered right 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 the parties, the jurisdiction of all other courts is 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 are 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.

PART-A <u>TECHNICAL BID</u> (To be submitted by bidders on their letterhead)

C N -	Description	Doubies love to be Councieded by the Didden
S.No.	Description	Particulars to be furnished by the Bidder
1.	Name of the firm/company with registered address (attach an attested copy of registration)	
2.	Phone, Email, Mobile and Name of Contact Person	
3.	PAN No. (attach an attested copy)	
4.	GST Registration No. (attach an attested copy)	
5.	machines including the following	Mention the make & model to be offered by the bidder:
	features	Make:
	Capacity: >=8 Kg, Operation: Fully Automatic, Door Type: Front Load RPM: >=1400 RPM, Motor: Direct Drive Manufacturer Warranty: 3 Years Service Response Time: within 24 hours of complaint. (List of make & models, broadly meeting the above specs are listed in Annexure-II)	Model: (In case, the bidder offers a make & model, other than the list provided in Annexure-II, the bidder shall have to enclose supporting documents in support of technical specifications of the offered make/model of the machine). The offered model / make must match the above specs.)
6	Details of Annual income tax return of 03 years – (enclose balance sheet / CA certificate)	(2020-21): (2021-22): (2022-23):
7	Details of EMD or valid certificate	UTR No dt+
	claiming exemption from deposit of EMD	Or Cert No.
8	Have you enclosed, filled, signed & stamped Annexure-I	Yes / No

I agree to have read and furnish/abide by Notice Tender and GENERAL AND SPECIFIC TERMS AND CONDITIONS. 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/representative
signature of bidder/representative

Place & date:

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 the bidder is available on the CPP portal).

DO NOT ENCLOSE FILLED FINANCIAL BID WITH THE TECHNICAL BID

NIT No	No dated		
S.No.		Description	Amount excluding
			GST (In Rupees)
	, ,	n Rupees (to be filled by the bidder) for 55	
1.	_	es with 2 standby machines – (The	
	specifications are	given in the technical bid).	
for protakes till whiches	viding as a replace me. The billing will	lder will provide 55 washing machines + 2 ment whenever a repair of any machine be for 55 machines or the actual requirer uirement will be communicated by the Inonth).	out of 55 machines nent of the Institute,
decreas	sed proportionately	on in our requirement, the charges payab as per the actual requirement. The per-racher he bidder's quoted amount by 55 machin	nachine charges will
	vest Bidder (L1) wi 2(standby) washin	ll be decided on monthly total charges (ex g machines.	cluding GST) quoted
Signatu	re of bidder/repre	sentative	
Place:			
Dated:			
Datoui			

Annexure I

<u>DECLARATION BY BIDDER</u> (on bidder's letterhead)

I/weconfirm that the information furnished and the attatue and correct.	
I/we are aware that any false information provided our application for empanelment.	I herein will result in the rejection of my /
I/we shall be bound by the acts of the duly authori and of any other person, who in future, may be ap intimation of such changes has been given.	
I/we undertake to communicate promptly to IIM Luworking of the firm.	ucknow any changes in the conditions or
No employee or direct relation of any employee of Partner / Shareholder / Director /Advisor/ Consulta	•
I/We also declare that I/we/ our firm have/has nev /PSU/ Autonomous organization.	er been blacklisted by any Government
I/we have read and understood the terms and cond	ditions of the tender document (NIT No) and agree to abide by the same in all
respects.	
	Signature
Place:	Name: (In Capital Letter)
	Designation:
Date:	(Seal of vendor)

Annexure-II

LIST OF MODELS FROM VARIOUS BRANDS, WHICH ARE ACCEPTABLE

S No.	Washing Machine	Model
1	LG 9 Kg 5 Star	FHP1209Z5M
2	IFB 9 Kg 5 Star	EXECUTIVE SXS ID 9014
3	IFB 10 Kg 5 Star	Executive Plus MXC 1014
4	Bosch 9 KG Washer 6 KG	WNA14408IN
5	Samsung 9 Kg 5 Star	WW90T504DAB1TL
6	LG 11 kg 5 Star	FHP1411Z9B.ABLQEIL
7	SAMSUNG 12 kg 5 Star	WW12T504DAB/TL
8	LG 8 Kg 5 Star	FHM1408BDM
9	Bosch 8 kg 5 Star	WAJ28262IN
10	LG 8 Kg 5 Star	FHM1408BDW
11	IFB 8 Kg 5 Star	SENATOR NEO SXS 8012