



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road Lucknow 226013

E-TENDER NOTICE

NOTICE INVITING TENDER FOR REPAIR OF SOFA AT CHANAKYA, MANTHAN AND ARYABHATT AT IIM, LUCKNOW

To,
M/s

Sub.: **Notice inviting E-Tender for Repair of sofa at Chanakya, Manthan and Aryabhata at IIM Lucknow.**

This is in reference to the advertisement published on website NIT No.– IIML/Proj/Misc/4377
Date: 05-12-2022 for Repair of sofa the Chankaya, Manthan and Aryabhata at Indian Institute of Management Lucknow, Prabandh Nagar, IIM road, Lucknow-226013.
Online / Offline Percentage Rate E-tenders are invited from Reputed Agencies/ Contractors 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 IIML website and Govt. E-Procurement portal i.e. <https://eprocure.gov.in>. are invited, on behalf of the Director, Indian Institute of Management, Lucknow for above works as per details attached. The Institute invites you to participate and to send your bids as per the attached NOTICE inviting E-TENDER.

The price Bid has been prepared on percentage rate items for repair of 70 nos. single seater sofa, 33 nos. two seater sofa and 01 nos. three seater sofa.

Detailed qualification and work award criteria is stipulated below in this Tender Document.
Interested agencies who are willing to submit tender online are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprise of Technical bid and price bid. It is requested to download the Tender on acceptance of terms & conditions. The all documents of this tender, Blank/ unfilled price bid to be Signed stamped and uploaded in the technical bid and Price Bid in the prescribed M.S. Excel Macros format may be filled with Digital signed 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.

Interested agencies who are willing to submit tender offline are requested to submit the technical bid and price bid in separate envelop in hard copy. Both the tender bid and price bid envelope should be kept in sealed cover and shall be submitted through registered speed post, courier or tender box kept at main gate so as to reach the CAO Office, Samadhan Building, Indian Institute of Management, Prabandh Nagar, Off. Sitapur Road, Lucknow-226013 upto 3.00 p.m. on 20-12-2022. The quotation for Repair of sofa at Chankaya, Manthan and Aryabhata at IIML campus should be written on the envelope. Tenders received after the specified time may not be considered.

Sd/-

Chief Administrator Officer
For Indian Institute of Management

Signature of Tenderer

1.0 Memorandum

Name of work	:	Repair of sofa the Chankaya, Manthan and Aryabhata at Indian Institute of Management lucknow-226013.
Earnest Money	:	Rs. 12,000/- (Rupees Twelve Thousand Only).
Tender Fee	:	Rs. 500/-
Total Estimated Cost	:	Approximately (Inclusive of GST): Rs. 5,86,707/- (Rupees Five Lakhs eighty six thousand seven hundred and seven)
Period of Contract	:	30 Days from the date of issue of LOI.
Date of issue of tender document	:	05-12-2022
Date Pre-Bid Meeting	:	12-12-2022
Last Date for submission tender	:	20-12-2022
Date of opening of Technical Bid Opening	:	21-12-2022
Date of opening of Financial Bid Opening	:	Will be intimated later after technical Evaluation of tenders.
starting of work	:	Within 3 days of the Date of LOI

Tenderer are advised to visit the location and see the conditions of sofa placed at Chankaya, Manthan and Aryabhata. The Technical and Financial bids should be uploaded through E-tendering process on CPP portal or submitted is hard copy through speed post registered courier or tender box kept at main gate before the due date & time so as to reach the CAO Office, Samadhan Building, Indian Institute of Management, Prabandh Nagar, Off. Sitapur Road, Lucknow-226013. If there is any query may contact on contact no. 0522-6696100

Sd/

Chief Administrative Officer
For Indian Institute of Management Lucknow

Signature of Tenderer

BRIEF INFORMATION ON SCOPE WORK

The Bidders are advised to visit the location and see the conditions of sofa placed at Chankaya, Manthan and Aryabhata and understand the scope of work and Type finished required.

FOR REPAIR OF SOFA AT CHANAKYA, MANTHAN AND ARYABHATT AT IIM, LUCKNOW

- There are total 70 nos. single seater sofa and 33 nos. two seater sofa and 01 nos. three seater sofa which are required to be repaired.
- The details of sofa and work to be done in which repairing including replacement of fabric, replacement of damaged seat and back cushion and repairing the same shall be provided at the date of issue of LOI
- The Availability of the Sofa will have to be confirmed from the User Department before starting the work.
- The sample of upholstery cloth / fabric to be used are available at Engineering Division. The bidders are requested to see the cloth/ fabric physically and quote the rates for same cloth / fabric
- The scrap / dismantled items shall have to be removed and clean the site immediately before leaving the location where work is being carried out.

Signature of Tenderer

Eligibility Criteria

a) **ANNUAL TURN OVER:**

Average annual financial turnover during any three years from the last 5 financial years in furniture repair works, ending 31st March 2022 of the previous financial year, should be at least Rs. 3 Lacs. This Condition is Mandatory.

c) **EMD:** Earnest Money Deposit as specified in NIT to be furnished in any of the following forms and shall be valid up to 90 days from the last date of submission:

- FDR/ Demand Draft/ Bankers Cheque / Pay Order/ Bank Guarantee payable to-Indian Institute of Management Lucknow, from any Nationalized Bank/ Scheduled Bank payable at Lucknow, & Deposition of EMD through any other form will not be accepted. In case bidder submit tender online then **the scanned image of earnest money deposit/ MSME certificate (In case the Bidder is taking relaxation in EMD) to be uploaded online along with the Technical bid and the original of EMD deposition proof and** in case of offline mode **original EMD should reach through speed post or email or courier to the address mentioned below so as to reach Latest by 12:00 Hrs on the last date of submission of tender.** However, the details of DD no. date etc. to be provided in the technical bid. In case needs exemption under MSME criteria then a valid MSME certificate is required to be uploaded on e-procurement portal.
- Can be deposited in the below mentioned Institute Bank Account and share the UTR/ Transaction number and date of Transaction in the Technical bid and the copy of transaction receipt must be uploaded online on portal with other documents. Those bidders, who are exempted from the deposit of Tender Fee & EMD (Earnest Money Deposit) must submit the relevant certificate to claim the exemption and mention 'Exempted' in the Technical Bid where UTR number has been asked. In case the enclosed certificate is not valid or not acceptable to the Institute, the submitted bid will be treated as bid without Tender fee/ EMD and will be rejected.

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

Exemption of MSME for Tender Fee will be as per the format available on CPP portal
This Condition is Mandatory

b) **Tender cost (Non Refundable):** Rs 500/-

If the Tender Fees is being submitted **in hardcopy**, the same should reach through speed post or courier to the following address up to 12:00 Hrs. on the last date of submission of Tender document as mentioned in tender notice failing which tender will not be opened and any postal delay or any other reasons what so ever will not be considered:

To,

The Chief Administrative Officer, Indian
Institute of Management, Prabandh Nagar,
IIM Road Lucknow (U.P.)–226013

Exemption of MSME for Tender Fee will be as per the format available on CPP portal.

This Condition is Mandatory.

Signature of Tenderer

c) EXPERIENCE:

(i) Experience of executing repairing of furniture works with any Central or State Government/ Public Sector/ Autonomous Institution / reputed private organization / private institutions or experience in manufacturing of furniture (sofa etc.) during last 5 years in which tenders are invited should be either of the following.

i. **Three completed contracts of repair of furniture works costing not less than Rs. 1.76 lakhs each.**

OR

ii. **Two completed contracts of repair of furniture works costing not less than Rs. 2.93 lakhs- each.**

OR

iii. **One completed contract of repair of furniture works costing not less than Rs 4.10 lakhs- each.**

This Condition is Mandatory

Note:

(1) The work shall be completed as a whole. Partial value/ partial completion is not to be considered.

(2) The meaning of "Similar Work" for purpose of tender has been defined as "Experience in "Repairing or manufacturing of furniture works (sofa etc.)".

d) Copy of PAN/ GIR No. Registration certificate issued by income tax Authority. This Condition is Mandatory.

e) Copy of Certificate of GST number. This Condition is Mandatory

f) Constitution & legal status of firm :(Proprietary/ Partnership/ Limited): If the Bidder is Pvt. Ltd. Company then the memorandum of Article and Association and Authorization of the person signing the Bid has to be submitted. This Condition is Mandatory.

g) Intending parties are required to submit an undertaking that their firms have never been debarred / blacklisted by any Government/ Public sector department. And there is no criminal case on the Proprietor/ partners/ Any of the Directors in any Police station of any court of India. This undertaking is to be given in the following format:

Signature of Tenderer

Undertaking to be furnished by the intending Tenderers: -

I/ We declare and confirm that: -

- i) I/ we have never been blacklisted/ debarred from any Govt./ Public sector enterprises/ Autonomous Body/ IIM Lucknow in minimum last 5 years.
- ii) There is no Arbitration case/ legal case/ dispute of my firm with Indian Institute of Management Lucknow.
- iii) There is no criminal case on me/ and my partner/ board of directors is there in any court/ Police station of India.
- iv) All the information and attachments submitted in the tender document/ envelope are true and correct.
- v) There is no suppression or concealment of information / document with regard to execution of work during the last 05 years.
- v) I/ We are aware that any false information provided herein will result in the rejection of my tender at any stage.

This Condition is Mandatory

- h) The Bidder is required to submit the Local Correspondence details of his Main/ Branch office at Lucknow so that any Official correspondence required can be done locally through registered post. This Condition is Mandatory.**
- i) The Bidder are also required to inform email address which is regularly checked by the bidder for communications. This Condition is Mandatory**
- j) Registration with IIM/ PWD or other Organization: If any available with the Bidder. This Condition is not Mandatory.**
- k) Valid Registration with Labor Dep't: If Applicable as per the applicable labor law. This Condition is not Mandatory.**
- l) Registration with P.F. and E.S.I. Departments (If applicable). This Condition is not Mandatory.**

Note: a) Condition L is not Mandatory for Technical Qualification.

b) Condition m & n are also not Mandatory for Technical Qualification but the Bidder will have to clearly mention the Applicability/ Non Applicability of these Registrations as per the Govt. Rules. If the Contractor mentions that the Registration Labor/PF/ESI is Applicable, then he must mention the registration no. and attach scanned copy of his Registration.

(Signature of contractor)

Signature of Tenderer

2.0 SPECIAL TENDER CONDITIONS

1. The price Bid has been prepared on percentage rate items for repairing of 70 nos. single seater sofa, 33 nos. two seater sofa and 01 nos. three seater sofa.
2. During the execution of the work if the progress of work is not found satisfactory/as per schedule or executes poor quality of work and the respective fails to improve the progress or fails to maintain the quality of work even on giving 05 days' notice (05 days will be counted from the Date of emailing the notice to the contractor) then the work can be awarded to next lowest bidder after taking his consent to work on same rates and obtaining Approval from the Competent Authority.
3. In case retendering needs to be done just because of nonperformance/ poor quality work/ Determination/ rescind of work as stipulated in the G.C.C., then the work will be got executed on the risk and cost of the contractor being rescind.

3.0 INSTRUCTIONS TO TENDERERS

- 3.1** Indian Institute of Management shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason at any stage of Bidding.
- 3.2** The tender can be submitted either through online mode or offline mode. Offline mode includes submitting the tender in hardcopy in sealed cover envelope having Separate technical bids and price bid envelope through registered speed post, courier or tender box kept at main gate. The technical bid should include original hardcopy of EMD / Tender fee and duly signed tender documents with enclosure as stipulated in tender documents.
Tender Documents shall be duly filled & uploaded within the last date of submission as mentioned in the tender notice or if submitted in hard copy through speed post, registered courier should reach before due date and time. Late tenders and conditional tenders shall not be accepted. The last date for receipt of Tender will not be extended under any circumstances, unless otherwise the date is declared a holiday for IIM Lucknow, in which case the next working day will be treated as the last date of receipt of Tender document.
- 3.3** Financial bid must be filled and submitted in the prescribed formats given on the CPP portal separately. A sample format of the Financial bid has been attached with the Technical bid just for the understanding of the bidders. This is required to be kept blank and just signed and stamped along with the other documents of this Tender. If filled in financial bid is found along with the Technical bid of this Tender, then the Tender shall be straight away rejected.
- 3.4** Tender must be valid for a minimum period of 120 days from the date of opening. If the Tenderers modifies his tender or revokes the same during this period, the tender may, at the discretion of IIM Authorities, be treated as non – bonafied and cancelled and earnest money will be forfeited.
- 3.5** This being a **percentage rate contract**, the rate quoted shall remain firm and errors if any in the extension / total shall be subject to corrections. The Estimated quantities/ Amount of Work involved stipulated above/ in the price bid are approximate and hence any reduction / increase thereof during the currency of the contract shall not vitiate the contract. The approximate estimate value of this work is indicated in NIT. This estimate is however no guarantee and is merely given as rough guide. If the work costs more or less, Tenderers will have no claim on that account.

Signature of Tenderer

- 3.6** This is a Percentage Rate Tender. Percentage Rates to be quoted above or below the estimated cost shall be applicable to each and every item rate given in the price bid format. The rate quoted by the tenderer shall be the total sum of material & labor at the IIM Lucknow campus, Lucknow excluding of GST, GST as applicable shall be paid extra. The bidder is advised to consider and understand that the percentage rates requested in the BOQ enclosed at price bid of this Tender are exclusive of GST. The rates given against each item in the price Bid are the base rates excluding GST but including all other Taxes/ duties etc. So bidders should carefully quote the percentage rates above or below in the price bid, considering that percentage quoted will be applicable on each and every item Rate of the price bid and any claim to revise any specific item Rate on the basis of any variation in the quantity of such item will not be considered.
- 3.7** If any discrepancy / misprint is noticed in specification or BOQ, it should be clarified from the Institute before quoting the rate.
- 3.8** Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions:
- Where there is difference between rates in figures and the rates, quoted in words shall be considered as correct.
 - Where the amount of an item is not worked out or it does not correspond to the rate either in figure or in words, the rates quoted in words shall be considered as correct and necessary extension made.
 - Where the rate quoted by the tenderer in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be considered as correct and amount shall be corrected accordingly.
- 3.9** 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.
- 3.10** The tender shall be opened & evaluated by the tender opening committee and the successful tenderer shall be informed. Decision of the Tender Opening Committee will be final and binding. Claim by any bidder consider/ reconsider the qualification of his or any other participant bidder after declaration of the Technically Qualified bids will be straightaway rejected.
Further, is it is found that any bidder is intentionally making false claims in order to either to get the award of the work or to get any other participant bidder disqualified then this bidder will be debarred permanently from bidding with IIM Lucknow.
- 3.11** If a n y of t h e document submitted by the tenderer is found fake, even after the acceptance of tender, the contract will be terminated for which the concerned tenderer will itself be responsible and no compensation, etc., will be paid by the IIM, Lucknow.
- 3.12** The Director, Indian Institute of Management, Lucknow has reserves the right to reject one or all the tenders without assigning any reason. No claim, whatsoever, shall be entertained on this account.
- 3.13** 5% of the payable bill value of each work will be retained from each bill as defect liability period & shall be released after completion of Defect Liability Period. The Defect liability period will be 12 months. The Retention money/ Security Deposit deducted above shall be refunded to the contractor after the completion of the stipulated Defect liability period. No interest shall be paid on this retention money/ security deposit.

Signature of Tenderer

- 3.14** This being Percentage Rate contract, the rate quoted shall remain firm and errors if any in the extension / total shall be subject to corrections. The Estimated quantities/ Amount of Work involved stipulated above/ in the price bid are approximate and hence any reduction / increase thereof during the currency of the contract shall not vitiate the contract. The approximate estimate value of this work is indicated in NIT. This estimate and Quantity however are not guarantee and merely given as rough guide, and if the work costs more or less or the Quantities varies to any extent plus or minus, Tenderers will have no claim on that account.
- 3.15** The tenderer shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Tenderers are expected to clarify only such points as asked for specifically by the Accepting Officer in writing. Any withdrawal or modification made within the said period constitutes breach of contract and the tenderer shall be liable for damages to the Institute in consequence thereof. He shall in addition forfeit to the Institute, the EMD.
- 3.16** Any tender which propose any alterations to any of the conditions lay down or proposes any other conditions of any description whatsoever is liable to be rejected.
- 3.17** The EMD shall not carry interest and will be refunded to the tenderers, if the tender is not accepted, unless the same is forfeited to the Institute for any breach on his part. If his tender is accepted, the Earnest Money will be converted into Performance Security Deposit as stipulated.
- 3.18** The drawing (if any) should be returned along with the tender documents with duly signed.
- a) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents.
 - b) Tenderers shall ensure that their tender is up loaded well in advance before the time and date stipulated in the tender notification/documents.
- 3.19** Under no circumstances will a Father and his Son(s) or other close relations who have business dealing with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tender of both parties liable for rejection.
- 3.20** The submission of a tender by a tenderer implies that he has read all the terms and conditions of contract and has made himself aware of the scope and specifications of the work to be done and local conditions and other factor bearing on the execution of the work.
- 3.21** The agencies whose contract were terminated/ are in litigation with IIM Lucknow or are debarred on account of nonperformance in IIM Lucknow's work or have any criminal case in any police station/ court of India will not be eligible for bidding this tender.
- 3.22** Since this is an electronic mode of tendering, any manual or mechanical errors committed before uploading or during the process of uploading the document shall bound to be duly accepted by the Tenderers. The Tenderers shall not have claim whatsoever in this regard.
- 3.23** Tenderers are required to make the DATA ENTRY of the Percentage Rate in figure and rate in words, which will be applicable to all the items stipulated in Price Bid in the prescribed format as given in part B of the Tender (financial bid).
- 3.24** The Tenderers shall download and sign the LETTER OF UNDERTAKING of the document and upload the same along with other documents.

Signature of Tenderer

- 3.25** Tenders of those Tenderers who fulfill the criteria mentioned above will only be considered for opening of Price Bid. Tenders received without earnest money/ copy of MSME certificate (for exemption of Earnest Money Deposit) or those which are incomplete or invalid or conditional will be rejected and no correspondence will be entertained in case of rejection.
- 3.26** Contractors / agencies are subject to be disqualified, even though they meet the qualifying criteria, if they make misleading or false representations in the request, statements and attachments submitted in proof of qualification requirements including holding information and or have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, requesting for claims not admissible under the contract conditions, etc..
- 3.27** All dispute and discrepancies relating to this tender shall be governed by law of India and shall be subject to jurisdiction of court at Lucknow U.P. state.
- 3.28** The Institute reserves the right to accept any tender either in full or in part, to reject all the tenders or distribute the work in more than one agency without assigning any reason. Decision of the Institute in this regard shall be final and binding to the Bidder. The bidder/ bidders in such case cannot claim any compensation for change in the scope / Qty. of work.
- 3.29** These instructions to Tenderers shall be deemed to form an integral part of the contract to be entered for this work.
- 3.30 GST/ Taxes:**
GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Institute will not entertain any claim whatsoever in respect of the same.
However, GST as Applicable shall be paid extra by the Institute on the verified billed Amount.
- 3.31** Where the tender schedule contains special items of work, it will be entirely at the discretion of the Institute to delete these items from the Price Bid and allot these items of work to other Contractors specialized in these works. In such cases, the main Contractor will have to render all necessary co-operation to the other agencies involved so as to ensure smooth progress of all work.
- 3.32** The Contractors responsibility for this contract shall commence from the date of commencement mentioned in the work order which will be issued by the Engineer-in- Charge after acceptance of work.
- 3.33** If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for acceptance of his tender, the Accepting Officer reserves the right to reject such tender at any stage, forfeit the EMD, and take Administrative Action against the tenderer like non-issue of tenders etc., as deemed fit by the Accepting Officer.
- 3.34** At any time, even after award of contract also, if it will be found that the tenderers have deliberately given wrong information or false credentials at the time of tender or at any other time in connection with the contract, IIM, Lucknow reserves the right to reject the offer or cancel the contract. And in such case the contractor/tenderer is liable to forefeet the EMD amount including any other action as deemed fit. The contractor / tenderer is also liable to be permanently debarred for participating in any tender process of IIM, Lucknow concerning to any type of work in future.

Signature of Tenderer

3.35 PRECEDENCE FOR ACCEPTANCE:

If any contradiction / variance is observed in different components of the tender, the following precedence shall be observed:

- (i) Tender Notice and Instructions to Tenderers shall precede over Special condition.
- (ii) Special Conditions shall precede over General Conditions of Contract.

General Conditions of Contract are available on the IIM Lucknow web site and at the IIML office and shall be the part of the contract. Successful bidder will be required to submit the signed hard copy of the same After issuing of LOI to him before start of work.

In regard to the conditions, specifications, approved makes and mode of measurement not covered above, those contained in DSR / DAR / CPWD / Specification shall apply.

However, the Engineer-In-Charge shall be sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding on the contractor.

3.36 The tenderer shall not increase their quoted rates in case the Accepting Officer negotiates for reduction in rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer.

3.37 Rate quoted to include:

- a) Working hours as per office timings and over Time.
- b) Movement of men, material and stacking all as directed by the Engineer-in- Charge.
- c) Removing of surplus materials and stacking all as directed by the Engineer-in-Charge.

3.38 Before tendering the tenderers are advised to inspect the location of work, conditions of sofa placed at Chankaya, Manthan and Aryabhata and its environments and be well acquainted with the actual working, restrictions in campus area, security procedures for entry of men and material, prevalent conditions, position of materials and labor, General and Special Conditions of contract, Instructions to Tenderers, drawing (if any) and Specifications, DSR and all other documents which form part of the agreement to be enlisted into.

3.39 In the event of a tender being submitted by a Partnership Firm the tender must be signed separately and legibly by each partner member of the Firm or in their absence a person holding the power of attorney on behalf of the Firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

3.40 The successful tenderer shall submit additional Initial Performance security of 3% of Contract Value in form of DD/FDR/Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow within 07 days of award of work. Same shall be released 30 days after satisfactory completion of contract. The Performance security which will be 3% +2 % EMD shall be refunded only after 30 days of successful completion of the work.

The Chief Administrative Office

For Indian Institute of Management Lucknow

Signature of Tenderer



PART A

(TECHNICAL BID)



TENDER Declaration

I/We have read and examined the Notice Inviting tender, schedule, A,B,C,D,E&F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for IIM Lucknow within the time specified, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing.

I/ We agree to keep the tendered rates valid till 120 days from the date of opening of tender and not to make any modifications in its terms and conditions.

A sum of Rs. 12,500/- is hereby forwarded in Cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/Fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money.

OR

I/We had submitted a self-attested copy of valid certificate as a proof of exemption from submission of Earnest money deposit.

If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the IIM Lucknow or its successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that IIM, Lucknow or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations/ additional/ extra items as may be ordered as per the provisions in the Contract.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in IIM, Lucknow in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated ____**____

Signature of contractor

Postal Address **

Signature of Tenderer



PROFILE AND DETAILS OF BIDDER
(Required to be filled by the Bidder either handwritten or typed)

S.no.	Description	Details to be filled by the Bidder.
1.	Name of Firm/ Company	
2.	Name of owner	
3.	Year of Establishment	
4.	Telephone number, Mobile no., Email Address which are in current use.	
5.	Address of the firm	
6.	Details of the EMD Deposited or Exemption for MSME Claimed:	
7.	Annual turnover for last 05 years (As per ITR filed) Years.	
i	2017-2018	
ii	2018-2019	
iii	2019-2020	
iv	2020-2021	
v	2021-22	
8.	Detail Turnover in any of the last 5 last financial years ending 2021-22	
	No. of works completed in Five Years with value & Details of works	
i		
ii		
iii		

Signature of Tenderer



iv		
v		
10.	Firm/Company registration details of following:	
a	Registration No.	
b	GST Number	
c	Income Tax No. (PAN)	
d	Labour License No.(if Applicable)	
e	P.F. No. (If applicable)	
f	E.S.I. No. (If applicable)	
g	Establishment Details of the company (Proprietary/ Partnership/ Limited)	
11.	Local Registered Address of Correspondence at Lucknow	

Certified that the above information is correct to the best of my knowledge. Further, my above firm and I/We have not been black listed / Disqualified/ debarred from any of the Government/ Semi Government/ PSUs or Any other agency.

Signature of the Bidder
Name of Bidder & Seal

Signature of Tenderer



DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

- Duly signed and stamped tender document on each and every page.
- In case of offline mode the EMD / Tender fee shall be submitted in original in hard copy and in case of online mode Proof of Payment of EMD in case of online mode: An MSME Certificate /EMD in shape of demand draft/ FDR/ NEFT made to IIML amounting to Rs 12,500/- (Rupees Twelve thousand five hundred only) drawn in favor of Director Indian Institute of Management Lucknow.

To avail Exemption on EMD as per Govt. norms. Provide that in writing on firm/Vendor letter pad and certificate issued by govt. to avail the exemption like EMD / Tender fee and mention in the above format.

- PAN/ TAN/ GIR

- GST Registration details

- Experience certificates for the works completed in the last five years ending on 31.12.2022 clearly indicating the value of work, period of execution and satisfactory performance.
Memorandum of Articles and Association in Case the Bidder is Pvt. Limited company.

Signatory Authority Letter in case the Bid is signed by person other than proprietor/ partner/ Owner of the firm/ company

- Documents / Balance sheet to confirm the turnover during last 5 years i.e. 2017-18, 2018-19, 2019-20 and 2020-21, 2021-22 along with Income Tax Returns. In case if CA certificate is being submitted as proof of turn over then same should have UDIN No. else CA certificate will not be considered.
- Authorization letter in the name of official submitting the bid, if any.
- Undertaking in the format prescribed above by the bidder that they have not backlisted by any office/ dept. Of Central/ State Government/ PSU/ IIM Lucknow/ and there is no criminal case.

(Signature of the bidder along with seal)

Note:-

- (a) All the documents must be signed by bidder/ authorized signatory.
- (b) Documents must be numbered.
- (c) Documents should be in sequence mentioned above.
- (d) If bidder is registered as MSME and claimed exemption from submission of tender document fee and EMD then relevant and valid document must be submitted.

Signature of Tenderer



GENERAL CONDITIONS OF THE CONTRACT

General conditions of the Contract are available at the IIM Lucknow web site and at Project Division Office. These conditions shall be the part of this contract. The successful Bidder shall be required to submit the signed hard copy of these General Terms and Conditions after issue of LOI and before starting of the work.

4.0 Special Conditions of the Contract:

4.1 **Name of the Work** : Repair of Sofa at Chanakya, Manthan and Aryabhata at Indian Institute of Management Lucknow-226013.

4.2 OWNER

Indian Institute of Management, Prabandh Nagar, IIM Road, Lucknow-226 013.

4.3 ENGINEER/ENGINEER-IN-CHARGE

Executive Engineer, IIML or any person designated from time to time by owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.

4.4 SCOPE OF WORK

Detailed description of scope of work has been stipulated in the NIT above.

4.5 CONTRACT RATES

The contract rates are for work to be done in IIM Campus, Lucknow and shall be firm throughout the currency of the contract including the extended period, if any, and shall not be subjected to any escalation due to any reason whatsoever it may be.

No escalation claim shall be entertained for any statutory increase by the Local Authorities, State/Central Government during the contract period or delay not in the control of the Contractor or delay because of Force Majeure.

The quantities mentioned in the Financial bid are tentative. The rates quoted in tender and as accepted by the owner with or without modification shall hold good for any increase/decrease in quantities. Any of the items may be deleted as per directions of owner/Engineer-in-Charge.

Signature of Tenderer



4.6 LEVY/TAXES PAYBLE BY CONTRACTOR

Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and IIML shall not entertain any claim whatsoever in this respect. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities (If Applicable as per the Applicable law of land). If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to IIM, Lucknow and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Conditions for reimbursement/ recovery of levy/taxes if levied after receipt of Tenders

All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. **GST shall be paid extra by the Institute**

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that

(i) That such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/ document as the Engineer-in-Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any further tax or levy or cess, or variation or repeal of tax or levy or cess/ reduction of such taxes/ cess etc. shall give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto. Decision of the Director of the Institute in this regard to either compensate/ recover the changes in the rates of taxes/ levy of cess etc. as the case may be shall be final and binding to the Contractor.

Signature of Tenderer



4.7 **ESI & PF CODE:**

The contractors are required to comply with the provisions of ESI & PF act as per applicability. The contractor shall be required to indemnify IIM for any liabilities arising on account of ESI & PF act.

4.8 The records / registers which Engineer- In- Charge considers necessary for monitoring the works & inspection by chief technical Examiner are to be maintained at site in co-ordination with Engineer-in-Charge and Agency.

4.9 **COMMENCEMENT DATE**

The date of commencement of work shall be 03 days from the date of issue of the Letter of Intent. The contractor shall have to submit Performance Guarantee as stipulated above within 7 days from the date of issue of Letter of Intent failing which the E.M.D. may be forfeited. The work shall be completed within the stipulated time frame. Any work not completed by the contractor/ executed in inferior quality/ unnecessary held up/ disrupted because of any irregularity whatsoever, Engineer In charge/ Competent authority of IIM Lucknow upon serving a 7 days' notice shall be get work done by other agency at the risk and cost of contractor and the Contractor will have no claim for compensation in this regard.

4.10 **VARIATION IN QUANTITIES**

Quantities may increase/decrease 100% as per the actual work requirements of Institute. No claim or compensation what so ever shall be entertained in this regard.

4.11 **DELETED**

4.12 **PERIOD OF CONTRACT**

The period of contract shall be 30 days including all holidays, Saturdays & Sundays from the date of L.O.I.

4.13 **DELETED**

4.14 **DELETED.**

4.15 **LIQUIDATED DAMAGES**

Shall be 1% of the work amount per week subject to the maximum of 10% of work value.

4.16 **DELETED.**

Signature of Tenderer



4.17 SECURITY DEPOSIT

a) Performance Security:

The tender should be accompanying Earnest Money as stipulated in Instruction to tenderer. No interest will be payable on Earnest Money.

The E.M.D. of the successful bidder shall be converted to Performance Security Deposit

The successful tenderer shall also submit additional Initial Performance security of 3% of Contract Value in form of DD/ FDR/ Bank Guarantee in favor of Director, Indian Institute of Management, Lucknow within 7 days of award of work. Performance security (EMD 2% + 3% of contract value) shall be released 30 days after satisfactory completion of the work.

b) Retention money/ Security Deposit:

Security deposit / Retention money 5% of the certified work value shall be deducted from each Running Account Bill of contractor. The Security deposit/ retention money shall be released after the satisfactory completion of defects liability period of the work. The Retention money/ Security Deposit deducted above shall be refunded to the contractor after the completion of the stipulated Defect liability period. No interest shall be paid on this retention money/ security deposit.

If successful tenderer fails to commence the work within 03 days from the date of issue of Letter of Intent, the Institute may reject the award of work and get the work done by engaging other agency.

4.18 TESTING OF MATERIALS

Samples of various materials required for testing shall be provided free of charge by the Contractor.

Testing charges if any shall be borne by the contractor. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.

- a) Regular mandatory test and any additional tests if required, shall be carried out in accordance with the procedure laid down in IS / as directed by Engineer-in-Charge by the contractor at his own cost.
- b) The testing charges, including the cost of materials to be tested and all other incidental charges such as carriage to the testing laboratory etc., shall be borne entirely by the Contractor and the quoted rates shall be deemed to be inclusive of the same.
- c) The Contractor may specifically note that the testing shall be done in Govt. / Govt. (NABL) approved laboratory only.
- d) The Institute may also engage Third Party Quality Assurance (TPQA) Agency. In such case the contractor is required to extend his full cooperation in the testing and inspection as desired by the TPQA.
- e) Any required rectification/ modification/ replacement/ re-execution required in case of defect/ poor quality pointed out by the TPQA/ Engineer In charge has to be done by the contractor at his own cost without any claim for compensation.

Signature of Tenderer



4.19 INSPECTION AND TESTING

The owner or his authorized representatives shall have full power to inspect the work or examine the material. Acceptance of any material shall in no way relieve the contractor of his responsibility for meeting the requirements of the specifications. The contractor shall afford and procure for the owner every facility and assistance to carry out such inspection/tests. The cost of any special tests and/or analysis not called for in this specification shall be borne by the contractor.

The Contractor will use Raw materials as approved by Engineer-In-Charge IIM, Lucknow. And shall keep manufacturer Test certificate of the material used (wherever applicable)

All works generally conform to relevant I.S. Code. Any work that do not conform to the Applicable I.S. code shall be redone at the cost of contractors.

4.20 LABOUR CAMP

The contractors at his own risk and cost shall establish the Labour Camps outside the site premises as per the area allocated by the Institute. Contractor will have to make his own arrangement for staying/ accommodation for his manpower if staying outside the complex. Nothing extra shall be payable on this account.

4.21 Security Procedure:

For Security reasons the Contractor has to provide the details of Labour who will work such as Labour Name, Their photo Identity details along with the copy of each ID etc.to the engineer in charge. Copy of these documents will be submitted to Assistant Commandant Security at the main Gate. The Contractor has to follow the Institute's SOP as is maintained at the main gate for the entry and exit of any material, manpower, machinery etc.

4.22 SAMPLES

The Contractor has to get Approved the Sample of fabric and cushion before providing and fixing of these materials in the Sofa. The contractor may deliberate to provide such samples for Approval within 05 days of issue of LOI.

It shall be the responsibility of the contractor to submit samples of raw material to be used in the execution of the awarded work and any other items as decided by the owner.

4.23 SUB-STANDARD MATERIALS

Any material rejected by the owner shall be removed from the site within 48 hours of issue of instructions to this effect by the owner. Failing this, the owner shall have to rights to get these removed at the cost of the contractor and the contractor shall have no claim whatsoever in this regard.

4.24 SPECIFICATION

Contractor shall perform work in accordance with the latest CPWD Specifications and as per the direction of the Engineer in charge.

Only the material of Approved make and manufacturer shall be used as is stipulated at the end of this Tender document.

Signature of Tenderer



4.25 **DEFECT LIABILITY PERIOD**

Twelve months from the virtual date of completion of work and removal of hutments, materials, etc. from site

4.26 **CORRESPONDENCE**

All correspondence shall be addressed to:

The Chief Administrative Office
Indian Institute of Management
Prabandh Nagar, IIM Road,
Lucknow – 226013 (U.P.)

4.27 **JURISDICTION**

The contract will be subject to the territorial jurisdiction of Courts in Lucknow alone.

4.28 The contractor shall indemnify and keep indemnified Indian Institute of Management, Lucknow against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

4.29 **RULES FOR SAFETY AND LABOUR WELFARE**

The Contractor shall comply with the safety and Labour Welfare Rules, as given hereunder and as per the Rules and Regulations framed by Local Authorities/Statutory Bodies/State/Central Govt. from time to time.

4.30 **SAFETY PRECAUTIONS**

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stocked or placed as to cause danger or inconvenience to any person of the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may with the consent of the Contractor be paid to compromise any claim by any such person. All workers should wear Safety helmet, Safety Shoes, Fluorescent jacket and Safety Belt (If required) during the execution of the work.

NOTE: All scaffolds, ladders, First Aid Equipment's/ Machines and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work. Necessary warning sign boards in Red/White paint, with proper lighting arrangements for nights are to be provided by the Contractor at his cost, as approved by the Engineer-in-Charge at prominent locations. The arrangements for providing and maintaining all such safety and labour welfare measures etc., shall be done at the Contractor's own cost and expenses.

Signature of Tenderer



4.31 **DISPUTE & ARBITRATION**

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 may be settled by referring the dispute to the Director, IIM Lucknow, who may appoint an Arbitrator who is unconnected with IIM to adjudicate the same. The proceedings will be governed by the provisions of the Arbitration & Conciliations Act, 1996. The place of arbitral proceedings will be Lucknow.

Other clauses of the agreement can be seen in the Office of Executive Engineer, IIM Lucknow. There shall be for termination, Arbitration, Force Majeure, Extension of time, Completion Certificate, Rules for Safety & Labour welfare, Labour laws etc.

4.32 Advance: No mobilization/ secured advance will be paid to the contractor.

4.33 Escalation ; No cost escalation shall be paid in any case because of increase of the cost of raw material or delay in the work because of any reason.

4.34 Where the work is found substandard the contractor shall be liable to rectify them to the satisfaction of Engineer-in-Charge by either rectifying or replacing.

4.45 For Site: The Institute will provide free water and electricity for the work from existing point only for site works. The material such as for the Necessary loose pipes and electric wire and plug etc., to be arranged by contractor themselves on their cost.

4.36 In case Institute is not satisfied with the performance of contractor, the Institute is empowered to get the work completed by other agency and debit the expenditure, risk and cost on contractor's account. No objection or claim, what so ever on this account will be entertained.

4.37 Maintaining of records has to be made by contractor as per direction of Engineer-in-Charge.

4.38 The generated Debris or wastage at work site have to be cleared by the contractor on same day from the work site and thrown out the site campus or designated place as per guidance of Engineer-in-Charge.

The Chief Administrative Office
For Indian Institute of Management Lucknow

Signature of Tenderer



List of Approved Makes

Sl. No.	Item Description		Approved Brands / Manufacturers
1	Fabric	Ranging between Rs. 200- Rs. 280	As finalized by Engineer-In-Charge
2	Cushion	40 Kg/m ³ density	Feather or Equivalent as finalized by E-In- Charge



PART B

(FINANCIAL BID)



FINANCIAL BID

FOR REPAIR OF SOFA AT CHANAKYA, MANTHAN AND ARYABHATT AT
IIM, LUCKNOW



This is Sample Format of Price Bid which will be available on the CPP portal in Microsoft excel macros enabled Sheet. The Table below is Just for Understanding of the Bidder. Please do not fill it here.

Percentage Above or below to be quoted on Separate M.S. Excel macros Enabled Sheet.

PRICE BID FOR REPAIR OF SOFA AT CHANAKYA, MANTHAN AND ARYABHATT AT IIM LUCKNOW CAMPUS The Rates are given for repairing of 70 nos. single seater, 33 nos. two seaters and 01 nos. three seater sofa. Percentage Rate above or below quoted below shall be applicable to each and every item. (The Rates are Excluding GST. GST Shall be paid Extra As Applicable)					
Sl. No.	Description of Item	Unit	Quantity	Rate in Rs.	Amount in Rs.
1	Repairing of sofa set by changing of fabric including removing of existing fabric as per existing quality of fabric and as per approved by E-in-C (Basic cost of superior quality fabric shall be in range of Rs. 200 / mtr to 280/ mtr of market rates)				
a	2 seater sofa= 30 nos.= 2 seaterx30 nos.x 2.83 mtr= 169.80 mtr 2 seater sofa= 03 nos.= 2 seaterx03 nos.x 3.33mtr= 19.98 mtr 1 seater sofa= 67 nos.= 1 seaterx 67 nos.x 2.83 mtr= 189.61 mtr 1 seater sofa= 03 nos.= 1 seaterx 03 nos.x 3.33 mtr= 9.99 mtr 3 seater sofa= 1 nos.=3 seaterx 1 nos. x 3.33 mtr= 9.99 mtr	Mtr	400	275	110000
b	Providing and fixing of 4" thick foam cushion of 40 Kg/m3 desity foam to give proper shape after that stitching of new fabric (size foam sheet as per existng approx size 22"x24") Feather or similar brand as approved by E-in C	Each Seat and Back	186	650	120900
c	Providing and fixing of 1" thick foam of 40 Kg/m3 desity foam to give proper shape at back, front rest, sides etc. after that stitching of new fabric. For 33 nos. 2 seater + 70 nos. 1 seater sofa + 01 nos. 3 seater sofa= 104 nos. Feather or similar brand as approved by E-in C	Nos.	104	317	32933
d	Providing and fixing of 1/2" thick foam of 40 Kg/m3 desity foam to give proper shape at back, front rest, sides etc. after that stitching of new fabric. For 33 nos. 2 seater + 70 nos. 1 seater sofa + 01 nos. 3 seater sofa= 104 nos. Feather or similar brand as approved by E-in C	Nos.	104	130	13520

Signature of Tenderer



e	Miscellaneous items for repairing like Koka nails, glue, synthetic resin, markin fabric , Stepler pins, dafti, sewing thread etc. what ever needed etc. For 33 nos. 2 seater + 70 nos. 1 seater sofa + 01 nos. 3 seater sofa= 104 nos.	LS	104	214	22256
f	Polishing of sofa complete job in all respect. 1 seater=70 nos. 2 seater= 33 nos. 3 seater=1 nos.	Nos.	104	400	41600
g	Labour charges for repairing of sofa: 1 seater sofa= 70 nos. 2 seater sofa= 33 nos 3 seater sofa=1 nos.	Each Sofa	104	1500	156000
				Total in Rs. =	497209
				Rate quoted above or below (+ / -) in % =	
				Rate quoted in words Plus / Minus in Percentage =	
				Amount as per rates quoted Rs. =	

Note: 18% GST as Applicable shall be paid extra.

Signature of Tenderer