



INDIAN INSTITUTE OF MANAGEMENT, LUCKNOW
PRABANDH NAGAR, IIM ROAD, LUCKNOW -226013 (U.P.), INDIA

RFQ No. IIML/PUR/PHOTOCOPIER/15/2020-21

Date: 11th September, 2020

SUBJECT: "REQUEST FOR QUOTATIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR PHOTOCOPY MACHINES"

The quotations are invited from vendor/agencies in the enclosed format for "Comprehensive Annual Maintenance Contract for Photocopy Machines installed at IIM Lucknow". A free view of RFQ is available on the website of the Institute (<http://iiml.ac.in>) and CPPP E-Publish (<https://eprocure.gov.in/epublish/app>). Interested vendor/agencies are requested to download the RFQ and submit the duly filled bid with the required enclosures on or before the due date and time.

Last date of the bid: 21.09.2020 at 3.00 PM

Opening date & Place of the bid: 22.09.2020 at 3.00 PM, Purchase Section, IIM Lucknow

A. IMPORTANT INSTRUCTIONS FOR BIDDERS

1. Indian Institute of Management Lucknow invites offers in prescribed format (**Annexure-A**) from reputed vendors/agencies for "Comprehensive Annual Maintenance Contract for Photocopy Machines installed in different locations" at Indian Institute of Management Lucknow.
3. The duly filled bids are to be submitted along with **Annexure-A** (a hard copy along with the necessary documents) on or before due date & time.
4. The Director of the Institute reserves the right to reject any of the offers without assigning any reasons thereof.
5. MSME/NSIC registered firms would be exempted from EMD only. The self-attested copy of MSME/NSIC registration must be enclosed with the bid to avail exemption of EMD.
6. Earnest money of Rs.2,000/- (Rupees two thousand only) in the form of DD payable to "Indian Institute of Management Lucknow" from any Scheduled Bank payable at Lucknow. EMD in any other form will not be accepted. The EMD along with the bid should reach by registered / speed post / courier services to the address mentioned below to reach latest by due date & time to the following address:

B. Eligibility criteria:

- i. Valid Registration of the bidder's firm with GST. (To be enclosed self-attested copy of GST Registration and PAN Card)
- ii. The bidder must have relevant similar experience for Photocopy Machine (Make Ricoh or Canon or Toshiba). The Bidder is required to enclose copy of work order / agreement (at least one) during last 3 years.

C. Other Terms & conditions:

1. The bidder will be required to provide services at a very short notice. The complaint must be attended within 24 hours, failing which appropriate penalty may be imposed.
 2. Pricing: Rate per copy must be quoted. GST will be extra as applicable. The quoted rate will be covered all parts of the Photocopy machines except wear & tear of Photocopy Machines. Rate per copy per may be varied depend upon the Manufacturing of the Photocopy Machines. The rate shall be quoted in the given Performa (Annexure-B) separately. **There will be no assured minimum photocopies for any machines.**
 2. Payment terms: Invoice shall be submitted on quarterly basis. Payments will be made within 30 days from the submission of invoices subject to satisfactory completion certificate by concern department. All payment will be made electronically through NEFT/RTGS against the bill in duplicate.
 3. Period of Contract: The initial contract will be of one year, which can be further extended for 2 more years on year to year basis subject to satisfactory performance of the agency and on mutual consent.
 4. IIM Lucknow reserves the right to cancel the quotation without assigning any reason. The scope of work and other terms and conditions are given ahead. In case of any doubt on the specification of items listed in the document. You may seek clarification with this office
 5. **Validity of bid:** The bid/Rates should be valid of minimum for 120 days.
 6. Security Deposit: Performance/Security Deposit of Rs. 5000/- in form of Demand Draft in favour of 'Indian Institute of Management, Lucknow' to be deposited within 15 days from date of issue of work order for the same. EMD can be converted in security deposited on request by the bidder. The Security Deposit shall be returned after 60 days of the successful completion / termination of contract. If the contractor/bidder fails or neglects any of his obligations under the contract, IIM Lucknow reserves the right to forfeit either whole or any part of security furnished by the contractor/bidder as penalty for such failure.
 7. Disqualification: The proposal is liable to be disqualified in the following cases
 - i. Proposal is 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 after due date and time
 - iv. Proposal is not accompanied by all requisite documents.
 - v. 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.
 - vi. If Quotation is received without EMD or MSME certificate issued to the bidder for similar services.
 - vii. If Quotation is not addressed to The Chief Administrative Officer (CAO), Indian Institute of Management Lucknow, Prabhand Nagar, Lucknow-226013.
 - viii. If the bidder has been black listed by any Government/PSU/Autonomous organization.
8. The contractor/bidder will be liable to deposit GST / any other taxes as applicable to the concerned tax authority received from the institute and any delay will invite penal charges.

Any other tax like entry will not be paid by IIM Lucknow. The contractor/bidder is responsible for all statutory regulations/registration under tax laws.

9. Either party may terminate the contract for convenience at any time during its valid term by issuing a notice of the termination of the contract with a notice of 90 days by either party. However, if the contractor does not provide services satisfactorily the contract can be terminated by the Institute with 7 days' notice. After awarding of contract, in case of breach of any of the terms of this document, the performance security may be forfeited by IIM Lucknow (the Institute).

10. Liquidated Damages for Non-Supply: If the specifications of this bid document are not met by the firm/bidder during the compliance of the supply order, the contractor/bidder shall rectify the same to comply with the specifications, failing which, IIM Lucknow has the sole right either to reject or to accept it finally by recovering the amount as deemed reasonable by IIM Lucknow. Under such circumstances, the Contractor/bidder should bear all cost incurred by IIM Lucknow in this regard.

11. Force Majeure

Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements. The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus the Force Majeure will free both parties from contractual obligations / liability when prevented by such events from fulfilling obligations as the same will be suspended for the period of Force Majeure. However, if the performance in whole or part or any obligation under this contract is prevented or delayed for period exceeding 120 days, either party may at its option terminate the contract without any financial repercussions on either party by giving at least 15 days notice.

12. PENALTY CLAUSE: If the firm is unable to provide services within the 1 working day from the receiving of the complaints failing which will be liable to impose penalty subject to discretion of the user department, If the bidder does not response within 3 working day the same services will be taken by other service provider and payment will be borne by the vendor and in addition to that Rs 500/- per incident will be charged as penalty. If successful bidder does not execute within the stipulated period his contract will be terminated and EMD will be forfeited and suitable action will be taken.

13. 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.

14. 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.

RFQ No. IIML/PUR/PHOTOCOPIER/15/2020-21

Date: 11th September, 2020**TECHNICAL BID**

(To be filled by the bidder)

Sr. No.	Description	To be filled by the bidder
1	Name of Firm	
2	Address of firm	
3	GST No.	
4	PAN No.	
5	Name of Director/Proprietor of the firm with contact no. and email address	
6	Does the bidder have relevant similar experience for Photocopy Machine (Make Ricoh or Canon or Toshiba)?	Yes / No If yes, Please enclosed copy of work order / agreement (at least one) during last 3 years.
7	Undertaking of Non-blacklisting in any Government / Semi-Government / Autonomous body / PSUs organization (Enclose Annexure-C)	
8	Signed tender copy	Yes / No (Enclose signed copy this document as a token of acceptance of all terms & conditions of the tender document)

This is to certified that all above information's are correct to the best of my/our knowledge, information and belief.

Name & Signature with Seal of the Bidder

Date:

Place:

Annexure-B**Financial Bid**

The rates are to be filled in the following format:

Sl No	Type of Photocopy Machines	Date of Purchase	Qty.	Rate per copy (In Rupees)	
				In Words	In Figures
Group-A					
1	Photocopy Machine (Toshiba Digital)	2015	01	Rs._____	
2	Photocopy Machine (Toshiba Digital)	2015	01	Rs._____	
3	Photocopy Machine (Toshiba Digital)	2014	01	Rs._____	
Group-B					
4	Photocopy Machine (Canon Digital)	2014	01	Rs._____	
Group-C					
5	Photocopy Machine (Ricoh Digital)	2018	01	Rs._____	
GST will be extra as applicable					

Note:

- i Lowest bidder will be decided (Group wise) i.e. the rate quoted for a particular group will be added to decided the Lowest Bidder. The CAMC may be awarded to more than one bidders i.e. the contract for each group may be awarded to a different bidder, depending upon the rate quoted by him.
- ii The CAMC may NOT be awarded for all photocopy machines / the number of machines may vary.

Date:
Place:

(Signature with seal)

Annexure-C**SELF DECLARATION OF BIDDER (BIDDER)**

I/We have fully understood the 'TERMS & CONDITIONS' containing paras/points as well as Terms and Conditions of the bid documents, which are submitted herewith duly signed by me/us. I/We have made my/our offer keeping in view of the terms and conditions. In addition, I/we also certified that we have not been blacklisted in any Government/Semi-Government/Autonomous body/PSUs organization. All furnished information/documents are true as per my best of knowledge.

Date:
Place:

Authorized Signature
Firm's Seal