



भारतीय प्रबन्ध संस्थान लखनऊ
INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

**NOTICE INVITING TENDER FOR THE SUPPLY OF SANITATION MATERIAL TO IIM
LUCKNOW**

ADDITIONAL TERMS AND CONDITIONS

IIML/PUR/SANITATION/10/24-25

Date: 05/10/2024

Indian Institute of Management, Lucknow invites online bids in Two-Bid Systems (i.e., Technical Bid & Financial Bid) for the supply of Sanitation Items from eligible Vendors/Firms/Agencies. A free view of NIT is available on the E-procure portal. The tender documents comprise of Technical bid and a Financial bid. The bid must be duly filled, signed and stamped shall be uploaded on the E-procure Portal before the last date & time for submission of bids.

Document Description	TENDER FOR THE SUPPLY OF SANITATION MATERIAL TO IIM LUCKNOW
EMD	Rs. 60,000/- (Rupees Sixty Thousand only) (No exemption to any bidder, Bids without EMD will be summarily rejected).
Estimated Tender value for one year	Rs. 30,00,000/- (Rupees Thirty Lakh only)
Last date and time for submission of tender	26/10/2024 at 06:00 PM
Date and time for Opening of Technical Bid	28/10/2024 at 09:00 AM
Date and time for Opening of Financial Bid	Will be informed later to successful bidders only.
Bid Opening (Venue, Date & Time)	Purchase Section, Samadhan Building Indian Institute of Management Lucknow Prabandh Nagar, IIM Road, Lucknow - 226013
Bid Validity	120 days from the date of opening of bids.
Name, Designation, Address and other details of Tender Inviting Authority	The Chief Administrative Officer Indian Institute of Management Lucknow, Prabandh Nagar, IIM Road, Lucknow - 226013, Phone : 0522 - 6696917/6929

A. GUIDELINES FOR BIDDERS

1. Definitions
 - a) The "IIM Lucknow" means Indian Institute of Management Lucknow / Institute / Buyer
 - b) "Bidder" means the individual or agency who participates in this tender and submits its bid.
 - c) "Successful bidder" means the bidder whom the contract is awarded / Seller.

B. ELIGIBILITY CRITERIA

The eligible bidders must fulfil the following criteria/conditions and submit documentary evidence in support of the same:

1. Registration Number of the bidder firm along with the GST No. and the PAN number allotted by the concerned authorities and filled and stamped Annexure -B of this ATC
2. Non-blacklisting declarations as per Annexure-C of this ATC
3. Declaration from the bidder as per Rule -144 (xi) of General Financial Rules-2017 and for declaring the Make-in-India (local contents) to be submitted by the bidder as per Annexure-D of this ATC.
4. As the items required are of different make, EMD needs to be deposited by ALL the bidders. NO exemption shall be provided to the bidders for the submission of EMD.
5. As only quality items are required, brands/makes for most of the items has been mentioned in the

C. DISQUALIFICATION

The proposal is liable to be disqualified in the following cases:

1. Proposal not submitted in accordance with this document
2. During the validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
3. The proposal is received in an incomplete format.
4. The proposal is not accompanied by all requisite documents.
5. 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.
6. EMD is not submitted within the due date.
7. The bidder must NOT mention the rate in the Technical Bid. The BOQ has been provided on eProcure portal as a separate sheet. The rate must be filled int his sheet and shall be uploaded as Financial Bid. Disclosing rate in Technical bid will result in technical disqualification.

D. SCOPE OF SUPPLY:

1. The bidder quoting the lowest rate (in totality) will be declared as successful bidder and will be empaneled for supply of items mentioned at **Annexure-A** initially for a period of one year, which may be extended for another two years on same rate, terms & conditions.
2. The quoted rate cannot be more than the Maximum Retail Price (MRP) for any item. In case, after award of contract, the MRP of any particular items is reduced below the quoted rate, the successful bid has to reduce the quoted rate during the contact period. Any such instances will lead to penalty of 10% of MRP.
3. In case, the successful bidder attempts to supply or supplies, duplicate/ ingenuine brand, the supplier will be asked to replace the material immediately (not more than 3 days) with genuine branded material and a penalty of 10% of the cost of such supplies will be imposed. Repetition of such instanced may lead to termination of the contract, forfeiture of the performance security deposit and blacklisting of the bidder for a period of 2 years.
4. The requirement / quantities mentioned in Annexure-A are tentative usage for a period of three years. By award of this contract, IIM Lucknow does not provide any guarantee for any minimum order / business.
5. The successful bidder will be required to make supplies on need basis as per the requirement of the buyer. The buyer will communicate the requirement the

successful bidder/empaneled vendor will be required to supply the ordered material within 10 days from the date of receiving the supply order by e-mail.

6. The items having fragrance options (like room freshener, air freshener, etc), the choice of fragrance shall be given by the user department only.
7. The successful bidder/seller will be required to make supplies on a monthly basis as per the requirement of the buyer. The buyer will communicate the requirement every month and the seller will be required to supply the ordered material within 07 days from the date of receiving the monthly required quantities by e-mail. The delivery of the item shall be done only during working days between 09:00 AM to 04:00 PM.
8. In case of delay in supply beyond the stipulated period, a penalty of 1% per week of delay on the contract value of the non-supplied item(s) will be imposed on the Seller. If the ordered items is not supplied within 5 weeks, the items may be procured from open market at the Risk & cost of the seller.
9. **Risk & cost:** In case, the successful bidder is not able to supply the ordered items within the stipulated period, IIM Lucknow will be free to make purchases of the ordered/ similar item from open market at Risk & Cost of the successful bidder. For such purchase, the amount spent by IIM Lucknow, over & above the ARC rate (quoted by the bidder) plus 10% of the ARC rate, will be recovered from the pending bill / security deposit of the successful bidder.
10. Payment Terms: 100% of payments will be released only after successful delivery of the items with valid invoice, e-Way Challan, e-Invoice (wherever applicable) etc and the acceptance of the supplied material by the user department. The final payments will be made based on the inspection report from the user department.
11. Procurement Rights: IIML Reserves the right to conclude the purchase with the entire or partial bill of material as mentioned in the price schedule.
12. IIM Lucknow reserves the right not to accept the lowest tender or not to assign any reason for rejection of any or all the tenders. IIM Lucknow reserves the right for accepting the whole or any part of the tenders and the decision in the matter shall be final and binding.

E. OTHER TERMS & CONDITIONS:

1. The Bidders who have downloaded the tender document shall not tamper/modify the tender form including the downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
2. Bidders are advised to visit the E-procure portal regularly till the closing date for submission of tender for any Corrigendum/Addendum/Amendment.
3. All the correspondence regarding this tender shall be on email (purchase@iiml.ac.in) / E-procure portal only.
4. The details of terms and conditions are being given in the Tender document. The bidder has to fill all necessary details as per tender document and enclose documents in support of its claims.
5. All filled bids are to be uploaded on the above website on or before the date & time mentioned above. Manual bids will not be accepted.

6. Only those bidders, whose technical bids are complete in all respects, will be considered for evaluation. Financial Bids of only those bidders will be opened, whose technical bids qualify as per evaluation criteria prescribed by IIM Lucknow.
7. The tender not accompanied by a complete document or duly filled in all respects may be rejected.
8. If any discrepancy/misprint is noticed/specification or BOQ, it should be clarified from the Institute before quoting the rate.
9. Any effort by the bidder to influence any IIML Official regarding the tendering process may result in the rejection of his bid. EMD will be forfeited in such case.
10. Performance Security Deposit: On issue of the work order for empanelment, the supplier shall Deposit Security equivalent to 5% of the total 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 or more than the period of contract 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 fulfill 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 termination of the contract. The security deposit shall not carry any interest. It is distinctly understood that the 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 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.
11. Pricing: While quoting the rates, the bidder shall read the full tender document and following parameters:
 - a) Quote price for each of the components and also the total amount as per the tender document.
 - b) Quote only for the product of the make/brand mentioned in the NIT. No changes or deviation from the tender document will be permitted.
 - c) Need not suggest any alternative product or different configuration in the same product.
12. IIML's Right to Terminate the Process: IIML may terminate the Tender process at any time and without assigning any reason. IIML makes no commitments, express or implied, that this process will result in a business transaction with anyone. This Tender does not constitute an offer by IIML. The bidder's participation in this process may result in IIML selecting the bidder to engage in further discussions and negotiations toward the execution of a contract if necessary. The commencement of such negotiations does not, however, signify a commitment by IIML to execute a contract or to continue negotiations. IIML may terminate negotiations at any time without assigning any reason.

13. **Earnest Deposit Money:** Bidders are required to deposit an amount of Rs.50,000/- (mentioned on first page of the tender document) towards Earnest Money Deposit (EMD) to below mentioned bank account of Institute on or before the last date & time mentioned above:
- | | |
|--------------------------------|----------------|
| Bank Account No. | 07231450000294 |
| Name of Bank & Type of Account | HDFC/Savings |
| IFSC Code | HDFC0000723 |

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 appropriate place. NSIC /MSME registered firms are exempted from submission of EMD on uploading of valid MSME certificate.

EMD of all unsuccessful bidders will be returned after finalization of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Security Deposit. In case, the bidders provide false or misleading information or make changes

14. **Forfeiture of Performance Security/Security Deposit:**
- Non-execution of the supply in accordance with the contract conditions or as per the specifications mentioned in the documents.
 - Stops the execution of supply of books without giving prior information to the IIM.
 - Commits breach of any of the provisions of the contract.
 - Conditional acceptance of the work order differ from the tenders shall not be considered.
 - In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
 - In case the agency fails to execute the assigned work in time-frame manner. The institute reserves the right to have the work completed alternatively at the contractor's risk and expenses without any further notice to him. The contractor will have no claim for compensation for any loss, which he suffers in case of default of the contracted terms. In case of any default by the contractor, his security deposit will be forfeited.
15. **Forfeiture of EMD and Blacklisting of bidder:**
- The bidder shall not make any changes in the downloaded tender document. In case any such changes made by bidder, the EMD of the bidder will be forfeited and the bidder may be debarred / blacklisted.
 - In case the bidder withdraws his bid after last date for submission of bid or does not accept the work order on award of work, EMD of that bidder (s) will be forfeited and the bidder (s) may be debarred / blacklisted.
 - In case the bidder provides false or misleading information in the bid or encloses forged / fake documents with the bid, the EMD of the bidder will be forfeited and the bidder (s) will be debarred / blacklisted.
 - Any attempt to cheat or hiding of material facts related to the information sought in the Technical bid will be also result in forfeiture of EMD.
16. **Disputes**, if any, would be subject to jurisdiction of Lucknow court only.
17. **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.

**TO BE FILLED, SIGNED & STAMPED BY THE BIDDERS ON
LETTERHEAD AS PART OF THE TECHNICAL BID**

S. No.	Name of Consumable Materials	Acceptable Brands/makes	Approximate Quantity required in 3 years (may increase or decrease on need basis)	Unit of Measurement	Standard Pack Size of each Pack	Brand(s) offered by the bidder* (Out of brands mentioned at column-C)
(A)	(B)	(C)	(D)	(E)	(F)	(G)
1.	Bathroom Air Freshener Blocks ^{\$}	Odonil/ Ambi Pur/ Godrej	3672	pieces	70 grams (minimum)	
2.	Bathroom Cleaning Acid	Any good Brand (Post User confirmation)	6300	Litres	5 Litre	
3.	Bleaching Powder	DCM/ Aditya Birla	9000	Kilogram	25 Kg Bag	
4.	Cockroach killing spray	Hit/Baygon/Mortein	504	Nos	Minimum 625ml	
5.	Dishwashing Powder	Nip/Vim	1980	Kilogram	1 Kg	
6.	Dust Pan	Gala/ Cello/ Scotch Brite	1080	Nos	Standard size	
7.	Floor Duster (Paucha)(24"x24")	Gala/ Any good Brand with minimum 100 grams weight (Post User confirmation)	2448	Nos	Minimum 100g weight of 01 Unit	
8.	Floor Duster(Paucha)(36" x 36")	Gala/ Any good Brand with minimum 200 grams weight (Post User confirmation)	4896	Nos	Minimum 200g weight of 01 Unit	
9.	Floor Tiles cleaner	Harpic (Red)	2880	Nos	Small packing as per Industry standard	
10.	Flower (Soft) Broom	Maharaja/ Scotch Brite/ Gala	3384	Nos	Small packing as per Industry standard	
11.	Glass and Multi-surface Cleaning Spray	Colin	1260	Nos	1 ltr	
12.	Liquid Soap (Hand Wash) ^{\$}	Dettol/Savlon/ Lifebuoy/ Fem	8460	Litres	5 litre	
13.	Multi-Fold Tissue Paper	Scott/ Origami/ Paseo (Livi)	3000	Nos	(Minimum 2 Ply and 125 Pulls in one packet)	
14.	Naphthalene Balls (size 22mm)	Presto/ Gainda/Wonder	432	Kilogram	(Size of 1 ball 22 mm)	
15.	Phenyl	Sunny Green	2880	Litres	5 litre	
16.	Pocket Air Freshener ^{\$}	Godrej/ Odonil	9720	Nos	50 grams (minimum)	
17.	Room Freshener for office (Spray type) ^{\$}	Godrej/ Ambi Pur/ Odonil	1944	Nos	Minimum 220 ml	
18.	Scrub Pad (Big size)	Scotch Brite	2988	Nos	Size 10cm X 15 cm	
19.	Shining Powder	Pitambari	12	Kilogram	As per Industry Standard	
20.	Nariyal Jhadhu/Coconut Leaf Broom Stick	Any good Brand with minimum 400 grams weight (Post User confirmation)	6192	Nos	Dense broom with approximate weight of 400gms	
21.	Surface Disinfectant and Floor cleaner	Lizol/ Savlon	2700	Nos	5 Litre	
22.	Table Duster	Gala/Scotch Brite	4068	Nos	Microfibre cloth of Min 600 GSM	
23.	Toilet Brush	Gala/ Scotch Brite / Cello	1152	Nos	Standard size	
24.	Toilet Commode Cleaner	Harpic (Blue)/ Domex	3384	Litres	5 Litre	
25.	Toilet Paper Roll	Scott/ Origami/ Presto	4000	Nos	(Minimum 2 Ply and 220 sheets in one roll)	
26.	Urinal Screen Anti-splash Mat	V-Screen/ Mitrin/Grubes (The fragrance should last at least 30 days. If not, then the same shall be changed)	11520	Nos	Standard size	

27.	Washing Powder	Nirma	3024	Kilogram	0.5 Kg	
28.	Wiper Big (width more than 21 Inch and height 4 feet (approx.))	Scotch Brite/ Cello/ Any good Brand with sturdy handle and corrosion free – User pre-inspection)	600	Nos	Width more than 21 Inch and height 4 feet (approx.)	
29.	Wiper Medium (width more than 18 Inch and height 3 feet(approx.)	Scotch Brite/ Cello	456	Nos	Width more than 18 Inch and height 3 feet(approx.)	
30.	Copper Sulphate	Any good Brand	540	Kilogram	As per industry standards	
31.	Wet and Dry Floor Mop Scrubber (Micro fibre flat mop)	Gala/Scotch Brite	24	Nos	Height 4 feet with telescopic handle. 360 degree rotating head	
32.	Recyclable/ Biodegradable Garbage Bin Bag. XL Size (30inchX 37 inch)	Any good Brand	4500	Nos	XL Size (30inchX 37 inch)	
33.	Recyclable/ Biodegradable Garbage Bin Bag. M Size (19inch x 21 inch)	Any good Brand	1200	Nos	M Size (19inch x 21 inch)	
34.	Facial tissue Box	2 Ply minimum 200 pulls, Brand:- Origami, Presto, Premier, Scott.	5400 pkts	Packet	Standard Packet containing 200 pools	

*Bidders are required to quote the offered brand/make in Column (F). The offered brand must one or more of the brands mentioned in the column(C). In case, the bidder quotes/ offers brand(s), other than mentioned in the column(C), the bid will be technically disqualified.

\$The items having fragrance options (like room freshener, air freshener, etc), the choice of fragrance shall be given by the user department only.

Notes

1. The successful bidder/seller will be required to make supplies on need basis as per the requirement of the Institute/IIM Lucknow/Buyer. The Institute will communicate its requirement to successful bidder/seller by issuing supply order by email and he will be required to supply the ordered material within 10 days from the date of receiving of such order by e-mail.
2. The delivery of the item shall be done only during working days between 09:00 AM to 04:00 PM. The quantity required per month may vary on a monthly basis.
3. Quoted rate must NOT be more than MRP.
4. Quoted rate must not be disclosed in the Technical Bid or must not an enclosure to technical bid.

UNDERTAKING:

I hereby declare that I will supply the material of the brand(s)/Make(s) offered above. Any deviation in this may result in the termination of my contract and forfeiture of the EMD/Performance Security Deposit and my firm/company may be blacklisted for a period of two years.

Date: _____

SIGNATURE OF THE BIDDER

Place:

TECHNICAL BID

S. No.	PARTICULARS	TO BE FILLED BY THE BIDDER
1	Name of Tendering Company/ Firm (Attach a certificate of Registration)	
2	Name of proprietor/ Director of Company/ Firm/ Contractor	
3	Full Address of Reg. Office	
4	Contact No.	
5	E-mail Address	
6	GST No. (attach self-attested copy)	
7	Enclose Filled, Signed & Stamped Annexure-A	Yes / No
8	Enclose Filled, Signed & Stamped Annexure-C	Yes / No
9	Enclose Filled, Signed & Stamped Annexure-D	
10	Details of EMD (Bid without EMD will be rejected)	UTR No. _____ Transaction date: _____ (Enclose screenshot of the transaction)

This is to certify that I have understood the terms & conditions of the tender document and all the information provided above & enclosed is true to the best of my knowledge and belief.

Signature of the Bidder _____

Date: _____

(On Bidder's letterhead)

DECLARATION FORM

1. I/ We _____ (Designation) _____ of (Name of the company) _____ I hereby accept the Terms & Conditions mentioned in the tender document along with annexure(s).
2. Further it is certified that we have never been black-listed by any Government / PSU / Autonomous Body in past.
3. We also certify that all the information provided by the is true and correct and we understand that in case any information provided by us, is found to be incorrect or misleading, our contract can be terminated and EMD/Security Deposited may be forfeited and we may be blacklisted.

Signature of the Bidder _____

Date: _____

SELF DECLARATION CERTIFICATE

(To be given on bidder's letterhead)

Bid No. _____

dated: _____

I/ We _____ authorised signatory for submitting the above-referred bid, have read the clause regarding restrictions on procurement from a bidder of a country that shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or; if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]. Further, I/ we have gone through the Rule -144 (xi) of General Financial Rules-2017. <https://doe.gov.in/procurement-policy-divisions>) and declares that we meet the conditions specified in this order for the offered product.

Signature of Bidder (owner or authorized signatory)

Name of Bidder: _____

Name of signatory _____

(In case of authorized signatory, authorization letter from the bidder shall be enclosed)