



भारतीय प्रबंध संस्थान काशीपुर

INDIAN INSTITUTE OF MANAGEMENT KASHIPUR

Kundeshwari, Kashipur – 244713

Dist. Udham Singh Nagar, Uttarakhand (India)

Phone: +91-05947-262174, e-mail:- purchase@iimkashipur.ac.in

website: www.iimkashipur.ac.in

INVITATION OF BIDS FOR POLISHING ON KOTA STONE WORK, IIM KASHIPUR

Notice Inviting tender (NIT) No. IIMKASHPUR/PUR DEPTT /NIT/ 06 / 2019-20 dated **06 Mar 2020**.

1. Bids in sealed cover are invited for rate contract of items listed in this NIT. Please super scribe the above mentioned Title **“INVITATION OF BIDS FOR POLISHING ON KOTA STONE WORK, IIM KASHIPUR”**, **NIT number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.** Bids not super scribed with the details mentioned above may be declared invalid.

2. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below –

a. Bids/queries to be addressed to: **STORE AND PURCHASE OFFICER**

b. Postal address for sending the Bids:

INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR
BAZPUR ROAD, KASHIPUR
DIST. UDHAM SINGH NAGAR,
UTTARAKHAND (INDIA)
PIN – 244713
Website: www.iimkashipur.ac.in

c. Name/Designation of the contact personnel: **STORE AND PURCHASE OFFICER**

d. Telephone numbers of the contact personnel: **91-7088270882, 7900444090 (Ext) : 321**

e. e-mail ids of contact personnel: **purchase@iimkashipur.ac.in**

f. **Date of Issue of Quotation Documents** : **06 Mar 2020**

g. **Last date and time of submission of Quotations** : **30 Mar 2020 at 11.00A.M.**
Any changes of the schedule will be notified on the Institute's website.

h. **Date and time of opening of Quotations** : **30 Mar 2020 at 11:30 A.M**
onwards. Any changes of the schedule will be notified on the Institute's website.
If the date is holiday, the next working day will be the opening date of the
tender.

3. **Cost of Bid Document:** Bidders can download bid document from the website of IIM Kashipur and submit the non-refundable processing fee of ₹ 100/- (Rupees One Hundred Only) in the form of Demand Draft or Banker's Cheque in favour of Indian Institute of Management, Kashipur”.

4. **Issue of Tender:** The tender document can be downloaded from the Institute website – www.iimkashipur.ac.in. The tender cost is Rs.100/-(non-refundable) is to be rendered through a demand draft as cited above. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

5. **Manner of depositing the Bids:** Sealed Bids should sent by registered post/courier or in person at the address given above so as to reach by the due date and time. The tenders may be deposited at the Tender Box assigned for the purpose at the dispatch section of the institute. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency)

6. **The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the NIT, should it become necessary at any stage without giving reasons thereon of withdrawing the NIT.**

7. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

8. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with EFT Account etc and complete postal, contact details & e-mail address of their office.

9. **Clarification regarding contents of the NIT:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 10 (ten) days prior to the date of opening of the Bids in case of limited tender enquiry only.

10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of

bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this NIT.

13. Validity of Bids: The Bids should remain valid till **90 days** from the last date of submission of the Bids.

14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount of **5,000/- (Five Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. EMD is not required to be submitted by those Bidders who are registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. The bidder is to mention the details of earnest money sent herewith with the tender as under:

(To be filled by the bidder)

Description of EMD by which paid	No.	Date	Face value (Rs.)

15. (a) Schedule of Requirements: List of items / services required is as follows:

Sl. No.	Particulars	Qty	Unit
01.	Mirror Polishing on Kota Stone work, required to give high gloss finish complete with 200 no., 400 no., 800 no., 1200 no and 1500 no. and Polishing Pad are required AT IIM KASHIPUR.	600	Meter Square

Note: The bidders may visit the location to ascertain the quantum of job and clarify your doubts before giving quotes. Any additional claim will not be entertained at later date.

(b) Important Terms and Conditions

- (i) **Security deposit will be refunded at the end of defect liability period of 06 months from the date of completion of the work.**
- (ii) The rates quoted should be firm and cannot be changed during the work execution.
- (iii) All tools and plants required for completion of the work is in the scope of the vendor.

16. Technical Details: As per schedule of requirement above.

17. Two-Bid System – N/A

18. Delivery Period - Delivery period for supply/ completion of work services will be **60 days (Sixty days) from the effective date of contract**. Please note that Contract can be cancelled unilaterally by the Buyer in case items/services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

19. INCOTERMS for Delivery and Transportation: No transportation charge will be paid extra by the buyer. The Transportation and delivery of the goods will be The delivery of the goods will be at IIM, Kashipur only. In some circumstances, the bidder have to deliver the goods at any other location designated by the buyer.

20. Consignee details – **STORE AND PURCHASE OFFICER
INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR
KUNDESHWARI, KASHIPUR
DIST. UDHAM SINGH NAGAR,
UTTARAKHAND (INDIA)
PIN – 244713**

21. Standard Conditions of NIT : The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

(a). **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

(b). **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

(c). **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. However, if the dispute is not resolved by joint discussions, Then the matter will be referred for adjudication to a sole arbitrator appointed by the Director of the Institute. **All disputes will be subjected to Kashipur jurisdiction only.**

(d). **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

(e). **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller.

(f). **Access to Books of Accounts**: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

(g). **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

(h). **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion,

withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

(i). Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

(j). Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail, addressed to the last known address of the party to whom it is sent.

(k). Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

(l). Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

(m). **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

(n) **Taxes and Duties**

(aa) If Bidder desires to ask for excise duty or GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

22. Performance Guarantee: The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee deposit through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to **20,000/- (Rupees Twenty Thousand only) of the contract value within 10 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry contract.**

23. Payment Terms - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details on their letter head so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible.

24. Advance Payments: No advance payment (s) will be made.

25. Inspection Authority: The Inspection will be carried out at IIM Kashipur. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

26. Claims: The following Claims clause will form part of the contract placed on successful Bidder. The claims may be presented either:

(a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or

(b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(c.) The quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 30 days of acceptance of goods. The quality claimed by the buyer to be settled by the seller within 15 days of receiving the claims for Quality or Quantity defect.

27. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT, both technically and commercially.

b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the NIT. The compliance of Technical Bids would be determined on the basis of the parameters specified in the NIT. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format on Annexure-I:

d. The rate contract will be awarded to the overall L-1 bidder for all the items. The value of Total cost (inclusive of all taxes) will be ascertained for determination of L-1 vendor.

e. All the rates quoted should be inclusive of all freight charges/ taxes.

PRICE BID PERFORMA TO BE FILLED BY THE BIDDER

Schedule of Quantity

Sl. No.	Particulars	Qty	Unit	Rate	Amount
01.	Mirror Polishing on Kota Stone work, required to give high gloss finish complete with 200 no., 400 no., 800 no., 1200 no and 1500 no. and Polishing Pad are required AT IIM KASHIPUR.	600	Meter Square		

In Words.....

Date:

Signature & Seal of the Applicant

Full address:-

Mobile No. :-

Email ID:-

PAN No:-

GST Reg No:-