

INDIAN INSTITUTE OF MANAGEMENT SHILLONG
UMSAWLI CAMPUS SHILLONG – 793018

Website: www.iimshillong.ac.in

Ph No. 0364 2308000



NIT No.: K1-11017/1/2023-ENGG/2179 dated 21/08/2023

**TENDER FOR DESIGN, MANUFACTURE, SUPPLY &
INSTALLATION OF FURNITURE FOR THE
CLASSROOM AT IIM SHILLONG CAMPUS AT
UMSAWLI.**

Last date of submission: 22.09.2023, 1500 Hrs

TABLE OF CONTENTS

Sr. No.	Document Description	Page No.
1	Section-I	
1.1	Notice Inviting Tender	4
1.1.0	Scope of Work	5
1.1.1	General Information	5
1.1.2	Submission of Bid	5-7
1.1.3	Bidding Documents Clarification and Amendments	8-9
1.1.4	Eligibility Criteria (General and Technical)	9-11
1.1.5	Evaluation of Bids	11-12
1.1.6	Financial Evaluation	13
1.1.7	Selection of the Bidder	13
1.1.8	Issue of Letter of Intent (LOI)	13
1.1.9	Production of Samples	13
1.1.10	Issue of Work Order	14
1.1.11	Performance Bank Guarantee	14
1.1.12	Defect liability Period	14
1.1.13	Retention of Security Deposit	14
1.1.14	Payment Terms and Condition	15
1.1.15	Delivery Schedule	15
1.1.16	Time and Extension for Delay	15-16
1.1.17	Compensation for Delay	16
1.1.18	Settlement of Disputes	16-17
1.1.19	Jurisdiction of Courts	17
1.1.20	Car Policy	17
2	Section-II	
2.1.	Formats & Annexures	

2.1.1	Annexure-I, Letter of Transmittal	19
2.1.2	Annexure-II, Undertaking from the Bidder on Tender Provisions	20-21
2.1.3	Annexure-III, Checklist towards Eligibility Criteria	22-24
2.1.4	Annexure-IV, Format of Agreement	25-26
2.1.5	Annexure-V, Integrity Agreement	27-31
2.1.6	Annexure-VI, Certificate of Financial turnover	32
2.1.7	Annexure-VII, Solvency Certificate	33
2.1.8	Annexure-VIII, Details of Works of similar nature completed & project specific works during the last Seven years	34
2.1.9	Annexure-IX, Projects under execution or awarded	35
2.1.10	Annexure-X, Structure and Organization	36
2.1.11	Annexure-XI, Affidavit regarding sub-contract	37
2.1.12	Annexure-XII, Affidavit for Site Visit	38
2.1.14	Annexure-XIII, List of approved makes and material	39
2.1.15	Annexure-XIV, Undertaking for land border restrictions	40
3	Section-III	
3.1	Delivery Schedule	
3.1.1	Milestone-I	41
4	Section-IV	
4.1	Special Tender Conditions	42
5	Section-V	
5.1	Drawings of Typical classroom	43-44
6	Section-VI	
6.1	Financial Bid Format	45-47

NOTICE INVITING TENDER

NIT No.: K1-11017/1/2023-ENGG/2179

dated: 21/08/2023

Indian Institute of Management Shillong invites E-bids through CPPP website <https://eprocure.gov.in/eprocure/app> from reputed OEM Furniture Manufacturers for Design, Manufacture, Supply & Installation of Classroom Furniture at IIM Shillong under TWO BID system Item Rate Tender

1	Bid Document No.	NIT No.: K1-11017/1/2023-ENGG/2179 dated 21/08/2023
2	Name of the work	Design, Manufacturing, Supply and Installation of Classroom Furniture at IIM Shillong Umsawli Campus.
3	Tender Fees (Non-refundable)	Rs.3,540/- (Rupees Three Thousand five hundred forty only) including GST.
4	Tender Processing Fees (Non-refundable)	To be paid via following Payment link Online: - https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=mRt902r6He5GQGYFCWX2qRVucRGNqTVbFuzakVYpHLTDvUiU3a4N2Dvq%2bemR65w6syneDp6Bwmc36zEOBn5B8nN5k61MQL19Ln%2f3MaOrzo945rTJavGM53X7vKxCL8v1M94i%2fV5kFr3eqLgseOChllcZF%2fKJ5jF0yc37tqgVZ1t801Sxh%2fTDGfhDIZuSS8cw2zU6Kr2trj0Lf5%2ffaULsBefq43qMkGP
5	Estimated cost put to the Tender	₹ 4.50 Crores (Rupees Four Crore Fifty Lakh) only
6	Period of completion	3 Months from the date of award of work
7	Earnest Money Deposit	₹ 9.00 Lakhs (Rupees Nine Lakhs) only to be paid via following Payment link Online: - https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=unPpDMmNMgyLM9LLfrXUhXoSTjyLVw6DxTjCWVtMbdUcKbkE3r0UFBpC2ReRkww7VBolHUJF7qKNS7j3Ez78loUsBDHZtX0DBZ7cjMU%2fXPca10FARy6UJSaPCDLWY6GsPgKQn%2bI9qYLkapkY8S%2fUYU04TtPeAzWVJwhWUAph%2bAc5CKNSHhCPweJeiVU9MQ40gK0awexfVv3cSQgKN8KCsjNBix5qOnAC
8	Date of uploading of Tender Documents	21.08.2023 at 1700 Hrs
9	Bid Start date	21.08.2023 at 1700 Hrs
10	Pre-Bid Meeting & Venue	04.09.2023 at 1500 Hrs. at IIM Shillong, Umsawli Shillong – 793018, Meghalaya
11	Last date and time of submission	22.09.2023 at 1500 Hrs.
12	Opening of Technical bid	25.09.2023 at 1600 Hrs.
13	Presentation Date	To be notified
14	Opening of Financial bid	To be notified
15	Validity of offer	180 days from the date of opening of price bid

1.1.0 SCOPE OF WORK:

The scope of work shall generally comprise of but not limited to Design, Manufacture, Supply & Installation of Classroom Furniture, Storages, Desks, Tables, Chairs, as per the approved design and specification for the classrooms at IIM Shillong Umsawli campus Shillong – 793018, Meghalaya. The quantity mentioned in the BoQ may vary as per the institute requirement.

1.1.1 GENERAL INFORMATION:

- a. The bid documents consisting of specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with and other necessary documents can be downloaded from e-Publishing at CPPP website <https://eprocure.gov.in/eprocure/app> and also the Institute website at www.iimshillong.ac.in
- b. Pre-bid meeting shall be held with the prospective tenderers in the office of Indian Institute of Management Shillong, at Umsawli on **04.09.2023 at 1500 Hrs.** Online meeting link will be shared with those who request.
- c. Tender Processing fee of ₹ 3000/- (Rupees Three Thousand) only will be accepted only if payment is paid via following Payment link Online. The receipt of the transaction has to be uploaded along with bid documents.
Payment link:
- d. Earnest Money Deposit (EMD) of ₹ 9,00,000/- (Rupees Nine Lakhs) only will be accepted only if payment is paid via following Payment link Online. The receipt of the transaction has to be uploaded along with bid documents.
Payment link:
- e. Earnest Money of the unsuccessful bidders shall be returned within 30 days from the date of award of work to the successful bidder.
- f. The Earnest Money Deposit of the successful bidder shall be adjusted against the Performance Bank Guarantee (PBG), after signing the agreement.
- g. Bidders should send all their queries by email, at least ONE day before pre-bid meeting, to spo@iimshillong.ac.in The bidders/authorised representatives are advised to attend the pre-bid meeting. In response to the queries and clarifications during the pre-bid meeting, the institute shall respond as may be deemed necessary through an Addendum/Corrigendum which will be uploaded only on the tender portal and institute website. Bidders are advised to periodically check the corresponding websites for any addendum/corrigendum.
- h. The bidders are advised to visit and examine the site and its surroundings and obtain for themselves on their own responsibility, all information that may be necessary for preparing the technical bid and the financial bid. The cost of visiting the site shall be at bidder's own expense.
- i. Effort on the part of the bidder or his agent to exercise influence or to pressurize the Institute for his bid shall result in rejection of such bid. Canvassing of any kind is strictly prohibited.

1.1.2 SUBMISSION OF BID

- a) E-Bids are required to be submitted through e-Procurement portal only, on or before the Bid-Submission Date & Time.
- b) No Manual Bids/Offer shall be permitted. The offers submitted through the designated e-tendering system shall only be considered for evaluation & ordering.
- c) Bids submitted in physical form or sent in any other form such as through Fax / Email /CD/DVD/Pen Drive etc. shall not be accepted.

- d) E-Tender processing Fee payable through e-Payment mode using payment link mode shall be submitted online only at [CPPP](#).

E-tendering guidelines to bidders:

- a. Vendors must have Class 3 Digital Signature Certificate to participate in the tender (To obtain DSC).
Note: If Vendors already having Digital Signature Certificate then no need to buy the digital signature again.
- b. Bidders should register themselves in the website of CPPP.
- c. Tenders –Bid should be submitted only through e-Tender portal and obtain the Tender Acknowledgement Token as proof of successful submission.
- d. Tender will not be accepted after the date and time fixed for receipt of tenders as set in Tender notice or subsequent extensions if any.
- e. Relevant documents in proof have to be uploaded wherever required.
- f. For further details on e-Tender participation, spo@iimshillong.ac.in on Ph: 0364-2308012.
- g. E-Bid shall be submitted in the following manner with file names as per the details given below:

Part-I: E-submission of the technical bid shall include scanned copies of EMD, tender fee, all the documents relating to the general eligibility conditions and technical eligibility conditions before the due date.

Hard copies of all the documents should be duly signed and stamped by the authorised official of the participating firm and must be sent at below address on or before **25.09.2023 up to 1700 Hrs.**

Chief Administrative Officer
IIM Shillong

Part-II: Price Bid shall be uploaded as per the requirement of e-Procurement Portal. The bidders must quote for all these items. In case, a bidder does not quote for all the items in the prescribed format as in Section- VI, the price bid will not be considered.

- a. Envelope containing documents in physical form shall be super scribed with Bid Document No., Name of work, Name & address of the bidder to enable the bid to be returned unopened, if required.
- b. If the envelope is not sealed and marked as above, IIM Shillong will assume no responsibility for the misplacement or premature opening of the bid.
- c. IIM Shillong reserves the right to accept or reject Bid and to annul the Bidding process and reject the Bid without assigning any reason thereof at any time prior to award of contract, without thereby incurring any liability towards the Bidder.
- d. If the firm is a proprietary firm, then the bid must be signed by the proprietor and the Registration Certificate must be uploaded.
- e. If the bid is made by a firm in partnership, the bid must be signed by all the partners of the firm or alternatively by a partner holding power of attorney for the firm. In such a case a certified copy of the power of attorney must be uploaded along with the technical bid. A certified copy of the partnership deed and current address of all the partners of the firm must also be uploaded.
- f. If a limited company or a corporation makes the bid, a duly authorized person holding power of attorney for signing the bid shall sign it. In such a case a certified copy of the power of attorney must be uploaded along with the technical bid. Such limited company or corporation may be required to furnish satisfactory evidence of its existence.
- g. The bidder should submit the letter of transmittal attached with technical bid as per **Annexure-I**.
- h. The bidder should submit the Undertaking in the Performa at **Annexure-II** with technical bid. This Performa shall form part of the agreement.
- i. The bidder should fill-up the prescribed format **Annexure-III** containing a checklist of documents and upload along with the technical bid.
- j. The Format of agreement must be signed as per the Format in **Annexure-IV** after the selection.
- k. The bidder should submit an Integrity Agreement as per the Format in **Annexure-V** after the selection.
- l. The certificate of financial turnover must be uploaded as per the Format given in **Annexure-VI**.
- m. The Form of Banker's Solvency certificate must be uploaded as per the Format in **Annexure-VII**.
- n. The details of similar nature of works completed must be uploaded as per the Format in **Annexure- VIII**.
- o. The details of project under execution or awarded as per the Format in **Annexure-IX**.
- p. The details of structure and organisation of the firm must be uploaded as per the Format in **Annexure- X**.
- q. An Affidavit stating that similar works were executed not by sub-contracting must be uploaded as per the Format in **Annexure-XI**.
- r. An Affidavit regarding site visit must be uploaded as per the Format in **Annexure-XII**.
- s. List of approved makes and material as per **Annexure-XIII**
- t. Undertaking for land border restrictions as per **Annexure-XIV**
- u. In view of tight project schedule, Bidders are requested not to seek any extension in due date of submission of bids.

1.1.3 BID DOCUMENT, CLARIFICATIONS AND AMENDMENT

Bid Document

- a) The Bid Document can be downloaded from designated website(s) given in tender. Bidder shall submit a document duly signed and stamped in token of having received, read and complied to all parts of Bidding Document. The Bid Document shall be read in conjunction with any Amendment.
- b) The Bidder is expected to examine the Bid Document, including all instructions, forms, terms, specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect may result in the rejection of the Bid.
- c) Bid documents once downloaded are non-transferable in other name and shall at all times remain the exclusive property of owner with a license to the Bidder to use the Bid Documents for the limited purpose of submitting the bid.
- d) Bidder shall treat the Bid Document and contents thereof as confidential. If at any time, during the bid preparation stage, Bidder decides to decline to Bid, all documents must be immediately returned to IIM Shillong.

Clarification of Bid Document

- a. The Bid/enquiry is issued on “Zero Deviation Bidding” basis wherein no post bid correspondence of any nature shall be entertained. Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel. This will help bidder not only to cut short of the evaluation time leading to requirement of shorter bid validity. This will enable the bidder to submit their best prices based on the clear techno-commercial scope.
- b. Bidder shall submit their queries strictly within cut-off date after which, IIM Shillong shall reserve the right not to entertain any queries.
- c. Bidder's authorized representative(s) shall attend the pre-bid meeting online/physically on the prescribed day at the given venue specified in tender. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre-bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues. However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.
- d. Conclusion agreed in this meeting shall be uploaded as “Reply to Pre-bid Queries” on tendering website/sent through e-mail. Any modification/ amendment or any clarification leading to modification to the commercial or technical part of the bid document shall be issued through amendment/addendum/corrigendum only. Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries shall not be considered as part of enquiry document.
- e. The offer of the bidders who have not participated in the pre-bid meetings, shall be considered for evaluation only if their offer is in line with the bid requirement without any deviations.
- f. Although the details presented in this Bid document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.

- g. After pre-bid meeting, no deviation shall be accepted and if any deviation is found in the bid of any bidder, the offer shall be liable to be rejected without raising any technical / commercial queries.
- h. Technical / Commercial queries (TQ / CQ) shall not be issued once the bid have been opened. However, wherever CQ / TQ are unavoidable, the same shall be raised only once and the cut-off date given for CQ / TQ replies shall be adhered to. Offers shall be evaluated based on the information available up to cut-off date for CQ / TQ replies.
- i. Extension in bid due date shall not generally be granted.

Amendment of Bid Document

- a. IIM Shillong may, for any reason whether at his own initiative or in response to the clarification requested by the bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bid Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance. Any addendum issued shall be part of the Bid Documents and shall be uploaded on e-tender website:
- b. In case Addendum is issued during the bid period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.

1.1.4 ELIGIBILITY CRITERIA:

General Eligibility:

- a) The receipt of the transactions of tender fee and EMD has to be uploaded along with bid documents.
- b) The Bidder should be registered under any prevailing Law in India. A copy of the Registration certificate, GST Certificate and PAN must be uploaded along with technical documents.
- c) The Bidder shall be an OEM of furniture. However, an OEM can also submit its Bid through one of its authorised dealers and Bid submission through more than one dealer will make all such bids getting rejected. The authorised dealer's Bid shall be submitted with supporting letter from the OEM specially mentioning that the dealer is solely authorised to submit bid for this tender NIT No.: K1-11017/1/2023-ENG/2179 dated 21/08/2023 and that the OEM undertakes to support the authorised dealer in fulfilment of the tender conditions up to the installation and during the Defect Liability Period of the Contract.
- d) Bidders or its OEM should furnish an affidavit on Non-Judicial stamp paper of Rs. 100/- that the bidder has never been blacklisted / de-listed or debarred for any of the furniture supply by any Central Government/ State Government/ Semi Government/ PSU /Banks /Universities / Educational Institute/Autonomous body. The bidder who is blacklisted / de-listed / debarred in the last five years is not eligible to participate in this tender.
- e) The team consisting of members from the institute representatives will visit the vendor's manufacturing site to ensure whether the vendor has sufficient manufacturing facility with requisite modern manufacturing technology equipment.

Note:

- Copies of documents with regard to all the above general eligibility conditions just be self-attested by the bidders and uploaded.

- The bidders must meet all the above conditions. Otherwise, the bid shall not be processed further.

Technical Eligibility:

- a. The Bidder should have satisfactorily completed the supply of furniture of a minimum value as mentioned below during the last SEVEN years in Central Govt, State Govt, Autonomous bodies of Central Govt, Educational Institutions such as IIMs, IITs, etc. or reputed private Educational Institutions or Corporate Training Establishments with minimum seating capacity of 200 or more. Copies of work orders and Completion certificates duly self-attested must be uploaded.

3 (Three) similar completed works each costing not less than 40% of the estimated cost put to tender.

Or

2 (Two) similar completed works each costing not less than 60% of the estimated cost put to tender.

Or

1 (One) similar completed work costing not less than 80% of the estimated cost put to tender.

Similar nature of work is defined as **Design, Manufacture, Supplying and Installation of Furniture / Modular office Furniture/Classroom Furniture** to any Govt./Semi Govt. organisation or to any of the Reputed Govt or Private Academic Institute such as IIMs/IITs/IITs/AIIMs/IISERs.

- a) Minimum gross average annual financial turnover of similar works for three years (FY 2020-21, 2021-22, 2022-23) shall not be less than Rs. 4.50 Crores (Rupees Four Crores Fifty Lakhs) only.
- b) Audited balance sheets and profit and loss account statements for three years (FY 2020-21, 2021-22 & 2022-23) duly certified by the Statutory Auditor for these three years must be uploaded.
- c) The bidders should not have made loss in more than one out of the last three financial years. The bidders should upload a declaration from the Statutory Auditor in this regard.
- d) The bidders should upload a solvency certificate issued by any scheduled bank amounting to a minimum of ₹ 2.25 Crores.
- e) Restriction from countries sharing land borders applies and the bidder is required to submit an undertaking as per the **Annexure XIV**.
- f) The bidder shall submit copies of delivery challans/Invoices (Unpriced Copy) for each material in support of that material is from OEM. Tax Invoices of Original Equipment Manufacturer (OEM) shall also be submitted by the bidder to ascertain genuineness of the material.
- g) The bidder should have the following certification: BIFMA membership certificate, ISO: 9001:2008; ISO: 14001:2004; ISO: 18001:2007, ISO 45001, Green Pro for raw material issued from NABCB accredited agency in India which can be verified, also certificate for AT LEAST ONE relevant category of products. Copies of all these Certificates from certified laboratory shall be uploaded with the technical bid.
- h) The manufacturer should have the up-to-date calibration certificates of the testing lab equipment's calibrated by any NABL approved lab. The copy of the same should be uploaded with the tender bid.
- i) The bidder/OEM must upload documentary proof of owning (Copy of Purchase invoices along with the photographs) machinery such as Hot Hydraulic Press Machine, Plywood Cutting Machine, Automatic Profile Vibrate Sanding Machine using sets of sanding papers with capacity 30 panel per hour, Automatic Spraying Machine with thickness detection system &

auto feeding system - minimum one robotic arm set of two number of spray guns with capacity of 30 panel per hour, UV Curing Machine that should be used for laminate/Veneer finish for manufacturing the furniture within the stipulated period.

In addition to machinery Computer controlled multi station edge bending machine, CNC Router Machine, Power Press Machine (Capacity from 10 Ton to 250 Ton), Hot Press for laminate pressing, Post Forming Machine, sliding panel Saw machine, Spindle Moulder Machine, Multi Boring Machine, Saw Machine, Zig Saw Machine, Veneer Laser sheet processing machine should be owned by the OEM/authorised dealer. Proof of plant and machinery should be uploaded with technical bid. Institute reserves the right to inspect the factory or manufacturing facility of the bidder (Or its OEM) before opening the financial bid to ensure that the above said machinery is available and functional. Bidder's offer is liable to be rejected by the Institute if the bidder does not allow for such inspection or if his manufacturing facility was not found to be satisfactory by the Institute inspecting team.

(1) The bidder should be the original equipment/ furniture manufacturer (OEM) or their authorized dealers with the manufacturer having the factory act license and ESIC/ EPF registration. Scanned copies as proof must be uploaded.

(2) The bidders shall make the presentation to the designated committee of the Institute on (a) Design Proposed (b) adequate manufacturing facility, procurement of raw materials, (b) financial capability, (c) qualified manpower, (d) plan of execution of work and (e) delivery schedule. The Committee may also visit the manufacturing site to check whether the bidder is capable of executing the work, as per documents submitted and presentation made. Prior intimation for plant visit will be communicated regarding date and time.

Note:

- Copies of documents with regard to all the above technical eligibility conditions must be self-attested by the bidders and uploaded.
- The bidders must meet all the above conditions. Otherwise, the bid shall not be processed further.
- The bidders are advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that they are capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information/documents. No further information will be entertained after technical bid document is submitted, unless the Institute calls for it.
- The documents submitted in connection with technical bid will not be returned.

1.1.5 EVALUATION OF BIDS:

The evaluation shall be done in four stages as detailed below:

- Stage-1:** Such of the bidders who have submitted Tender Cost, EMD, fulfilled all the general eligibility conditions and produced required documents/proofs/certificates, their bids alone will be taken for further evaluation.
- Stage-2:** Such of the bidders who have fulfilled all the technical eligibility conditions and produced required documents/proofs/certificates, their bids alone will be taken for evaluation of their financial bids after a presentation.
- Stage-3:** Such of the bidders who have qualified in both the above two stages, their financial bids alone will be opened.

In Stage 2a: Presentation

Sr. No.	Particulars	Points
1	Design Proposed for the Classroom Furniture	25
2	Types of Materials proposed to be used	10
3	Quality of Samples provided	10
4	ISO: 9001:2008; I S O : 14001:2004; I S O : 18001:2007, ISO 45001, Green Pro for raw material issued from NABCB accredited agency in India which can be verified, also certificate for relevant category of products. Copies of all these Certificates from certified laboratory shall be enclosed with the technical bid.	10
5	3 (Three) similar completed works each costing not less than 40% of the Estimated cost put to tender, or 2 (Two) similar completed works each costing not less than 60% of the Estimated cost put to tender, or 1 (One) similar completed work costing not less than 80% of the Estimated cost put to tender.	10
6	Adequate manufacturing facility	05
7	Procurement of raw materials and quality compliance	05
8	Financial capability	15
9	Qualified manpower	05
10	Plan of execution of work and delivery schedule	05
Total Points		25
Cut off Points		70
Bidder should secure at least 70 points.		

Even though bidders satisfy the above requirements, they may be disqualified, if:

- They have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of documents.
- The bidder has failed to quote for all the products.
- They have records of poor performance such as abandoning work, not properly completing the contract or financial failure.
- Confidential enquiry reveals facts contrary to the information provided by the applicant.

In Stage 2b: Factory Visit

A designated Committee of IIM Shillong, at its own cost, may visit the manufacturing facility of the OEM, if it so desires, to ensure availability of all the equipment and Testing facilities at the Manufacturing Unit. The bidder is supposed to facilitate such visit of the committee and explain the availability of the equipments and testing facility in working condition. Non availability of the facilities/test labs may lead to disqualification in Stage 2. The financial Bids of such bidders shall not be considered for opening in the next stage of evaluation.

1.1.6 FINANCIAL EVALUATION:

The Bidders selected in stage 2 shall be informed about the date and time of opening financial bids. Opening of financial bids will happen on Tender wizard portal.

The validity of the price bid will remain firm up to the completion of works.

1.1.7 SELECTION OF THE BIDDER

The total gross amount quoted for all the items in the prescribed format shall be the selection criteria. The bidder who quotes the total lowest gross amount for all the items, will be selected for further consideration for issue of LOI.

1.1.8 ISSUE OF LETTER OF INTENT (LOI):

The selected bidder will be issued the Letter of Intent .

1.1.9 PRODUCTION OF SAMPLES

The intending bidder shall submit at least 5nos chairs and 5 nos tables as samples for the following furniture items, as per the detailed specifications and as per their proposed design & drawings. For each item, raw material to be used and the finish shall be as detailed in the tender.

Sr. No.	Description of Furniture	BoQ Reference No.
a	Classroom Chair	Serial No. 1
b	Classroom Table- Horseshoe/semicircular & Straight Line (Single Seater)	Serial No. 2 and 3

The samples should be brought to IIM Shillong campus at Umsawli Shillong – 793018, Meghalaya 7 days prior to the presentation date. The designated committee of IIM Shillong will determine if all the above listed furniture samples have been manufactured as per the specifications, raw material and finish.

In case, some of the samples are not as per the stipulated requirements, the designated committee is empowered to decide to give another chance to resubmit the samples within a reasonable time period.

The samples approved/accepted by IIM Shillong shall be kept in the custody of IIM Shillong and shall form a part of the contract.

IIM Shillong reserves the right to issue part work order only in respect of the items for which the sample submitted is found satisfactory by the committee designated by the institute. The bidder by submitting the bid agrees to supply only the acceptable items, as found satisfactory by the designated committee. The work/supply order shall only be issued in respect of such acceptable items.

The bidder is expected to provide other items (For which samples have not been asked) also in line with the BOQ and specifications attached in respect of that item.

In case any particular item supplied is not found in line with the bid document, the same is liable to be rejected and nothing shall be paid for such item.

The bidder agrees that he/they shall not claim anything in case of such rejection. The decision of

IIM Shillong in such a matter shall be final and binding.

1.1.10 ISSUE OF WORK ORDER

The selected bidder whose samples are approved by the designated committee IIM Shillong and who has quoted the lowest and on submission of Bid Security, will be considered for issue of Work Order.

Final Decision-Making Authority:

The Director, Indian Institute of Management Shillong reserves the right to accept or reject bids and to annul technical bid process and/or reject all bids at any time, without incurring any liability to the affected bidders or specifying the grounds for Institute's action. The Institute also reserves the right to amend the scope and value of contract.

1.1.11 PERFORMANCE BANK GUARANTEE:

The selected bidders will be required to furnish performance bank guarantee for an amount equal to 5% (Five Percent) of the value of work order within 10 days from the date of Letter of Intent (LOI). The performance bank guarantee shall be in the form of Bank Guarantee/FDR of any Nationalised/Scheduled. In case the tenderer fails to deposit the requisite performance bank guarantee within 10 days from the date of LOI, the EMD submitted by the tenderer shall be forfeited without any further notice to the tenderer.

In the event of the contract being determined or rescinded due to non-performance of the supplier, the performance bank guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Indian Institute of Management, Shillong.

1.1.12 DEFECT LIABILITY PERIOD

All manufacturing defects of fixtures / fittings including any defects of shrinkage or other faults that appear in the furniture within twenty-four months after a certificate of its completion is given by the IIM Shillong shall be rectified by the contractor.

1.1.13 RETENTION OF SECURITY DEPOSIT:

A sum at the rate of 5% of the gross value of work done shall be deducted from each running bill till the sum along with the sum already deposited as earnest money will amount to security deposit of 5% of the Contract value.

The defects that appear in the work within 24 months after a certificate, final or otherwise, of its completion shall have been given by the institute as aforesaid, arising out of defect or improper materials or workmanship, the agency shall upon receipt of a notice in writing on that behalf make good the same at his own expenses or in default the institute may order the same to be made good by other workmen and deduct the expense from any sum that may be due or at any time thereafter may become due to the supplier, or from his security deposit or the proceed from the sale thereof or of a sufficient portion thereof. The security deposit of the supplier shall not be refunded before the expiry of 24 months after the issue of certificate, final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

1.1.14 PAYMENT TERMS & CONDITION

The running bill payments shall be allowed as follows:

A) Milestone 1:

Supply of Furniture	Installation of Furniture	Completion in All Respect
75%	15%	10%

Payment will be released to the contractor only on receipt of inspection report by the designated Committee as to whether the furniture items have been manufactured/supplied/ installed as per the specifications, quality, raw material used, finish and timeline etc.

There will be no variation in prices/rates of any items of work up to $\pm 100\%$ of the BoQ, and the prices shall remain firm during the currency of the contract and also for the extended period of contract, if any.

1.1.15 DELIVERY SCHEDULE

The selected bidder will supply the furniture as per Section-III.

1.1.16 TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the time frame or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in tender or from the date of handing over of the site whichever is earlier. If the tenderer/contractor commits default in commencing the execution of the work as aforesaid, tenderer/contractor shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance bank guarantee absolutely.

As soon as possible after the contract is concluded, the Tenderer/contractor shall submit a Time and Progress Chart for each mile stone and get it approved from the institute. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Indian Institute of Management Shillong (Institute) and the tenderer/contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the tenderer/contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in tender.

If the work(s) be delayed by: -

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by institute in executing work not forming part of the contract, or
- (vi) Any other cause which, in the absolute discretion of the institute is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the authority as indicated in tender but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the institute to proceed with the works.

Request for rescheduling of Delivery Schedule and extension of time, to be eligible for consideration, shall be made by the tenderer/contractor in writing within fourteen days of the happening of the event causing delay to the Senior Consultant (Administration) of the Institute. The Contractor may also, if practicable, indicate such a request in the period for which extension is desired.

In any such case the authority may give a fair and reasonable extension of time and reschedule the Delivery Schedule for completion of work. Such extension shall be communicated to the Contractor by the institute in writing. Extension given by the competent authority shall be binding on the contractor.

1.1.17 COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of clause (Time and Extension for delay) or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Institute on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below by the Director of the Institute (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause (Time and Extension for delay) or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work @ 0.50% per week of delay to be computed.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% (Ten Percent) of the contract Value of work or of the Contract Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the tenderer/contractor under this or any other contract with the institute.

In the event of any default of non-payment of such compensation by the Contractor, the institute shall be fully authorized and entitled to recover such amount of compensation from the bill amounts due payable by the institute to the tenderer/contractor.

The completion period of the entire work shall be as stipulated in the scheduled. The time limit specified above and as approved in writing by institute, shall be strictly adhered to and followed. Liquidated damages will be applicable, item wise and against item wise time schedules. Accordingly, the damages will be based on the value of the item for which delay has occurred. In case of delay, the penalty shall be recoverable from the Security Deposit provided by the tenderer/contractor and if the Security Deposit is not sufficient, then from the Performance Bank Guarantee or any sum payable to the tenderer/contractor under this tender/contract with the Institute.

1.1.18 SETTLEMENT OF DISPUTES

All disputes arising between the institute and the tenderer/contractor/bidder in any way connected with this agreement or in regard to the interpretation of the context hereof shall be referred at the

option of either party (Institute or the tenderer/contractor/bidder) to the arbitration of any arbitrator mutually agreed upon and in default of such mutual agreement, to the arbitration of two arbitrators one to be nominated by the Institute and the other by the tenderer/contractor/bidder and, on failing any agreement in the said arbitrators, by an umpire appointed by them. In such a case the provisions of the Arbitration Act, 1996 or any statutes, modification therein shall apply. Such submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act 1996, and rules made together. The parties shall expressly that the arbitration proceedings shall be held at Shillong Meghalaya. With up-to-date modifications and no further reference by both the parties will be necessary. The award of the arbitrators or umpire as the case may be shall be final and binding upon both the parties.

Upon every or any such reference the cost of an incident to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators or Umpire who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Tenderer/contractor/bidder are advised to ensure that they have submitted all requisite documents as per the list given in the table below. A checklist in this regard is to be completed and signed and sealed and submitted along with the covering letter of the tender documents.

1.1.19 JURISDICTION OF COURTS

Any dispute arising, if any under Tender and Contract shall be subjected to jurisdiction of the appropriate courts of Shillong Meghalaya, only.

1.1.20 CAR POLICY

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to the supplied material, any person or property, at site of work. The Contractor shall obtain and submit to the Engineer-in-Charge Proper Contractor All Risk Insurance Policy for an amount 1.25 times the contract amount for this work, with Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work.

SECTION-II
FORMATS & ANNEXURES

Annexure - I

From:

To,

The Chief Administrative Officer

Indian Institute of Management, Shillong
Umsawli, Shillong – 793018, Meghalaya

Dear Sir,

Subject: Tender for the Design, Manufacturing, Supply and Installation of furniture equipment as per the given design and specifications for Phase I of the campus of Indian Institute of Management Shillong at Umsawli Shillong – 793018, Meghalaya.

Having examined the details in the Technical Tender document for the above work in the subject hereinabove, I/we hereby submit the relevant information as hereunder:

- a. I/We hereby certify that all the statement made and information supplied in the enclosed Annexures and accompanying statement are true and correct in all respects and no information has been concealed and misrepresented.
- b. I/We have furnished all information and details necessary for certifying the eligibility and that no further pertinent information required to be shared remains undisclosed.
- c. I/We hereby submit the requisite certified solvency certificate and authorize the institute to approach the bank issuing the solvency certificate to confirm the correctness and veracity thereof. I/We also authorize institute to approach individuals, owners, firms and corporations to verify my/our competence and reputation. Solvency of the bidder shall not be less than ₹ 2.25 Crore.

Date of submission

SIGNATURE(S) OF TENDERER(S)

Seal of tenderer

ANNEXURE-II

UNDERTAKING FROM THE BIDDER ON TENDER PROVISIONS

I/We have read and examined the Notice Inviting Tender, Bill of Quantity, Specifications, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions & 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 to execute the work of Indian Institute of Management Shillong as mentioned above and detailed in the schedule of quantities within the time frame specified in the tender documents, and in accordance with the specifications, designs, drawing and instructions/orders of the institute meeting all the Conditions of Contract with such materials as are provided for in the drawings, technical specifications or the schedule of quantities.

I/We agree to keep the tender open and valid for 90 (Ninety) days from the date of opening of Financial Bid and shall not make any modifications in its terms and conditions.

A sum of ₹ 9,00,000/- has been paid as Earnest Money Deposit via payment link provided, interest free. If I/We, fail to furnish the prescribed performance guarantee within prescribed period and form, I/We agree that institute shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that institute 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 institute towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause Deviations/Variations Extent and Pricing of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred from participating 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 Owner, then I/we shall be liable to legal and penal action as deemed appropriate by the Owner. Also, if such a violation comes to the notice of the Owner before the date of start of work, the institute 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 confidential documents and shall not communicate nor use any information derived there from to any persons 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 interest of the Institute.

I/We hereby declare that in case the Institute orders only a part of the BOQ items, I/We undertake that the same shall be supplied and installed as per the terms and conditions of the contract. In case of any default on our side, the Institute shall be at liberty to take suitable action as envisaged in the terms of contract.

Dated

Signature of Contractor

Witness

Name Name

Address Address

Occupation Occupation

Telephone Telephone

Note: To be submitted on Non-Judicial Stamp paper

ANNEXURE-III

CHECKLIST TOWARDS ELIGIBILITY CRITERIA

Name of the Bidder:

Address:

Contact No:

Email Id:

(Self-attested photocopies of all supporting document must be attached with the tender document)

Sl. No.	Particular	Submitted (Yes/No)	Mention page no (Mandatory)	Remark
1.	The Authorised dealer/OEM letter/scan copy on letterhead towards fulfilment of the tender conditions up to the installation and during the Defect Liability Period of the Contract			
2.	Status of OEM /Authorised partner. (Copy of Registration of firm)			
3.	Copy of Registration certificate, GST certificate and PAN			
4.	Name of Director/ Partner/ Proprietor Telephone no. & email			
5.	Registered office Address with telephone no. & email			
6.	EMD details and tender fee			
7.	Form of Performance Bank Guarantee			
8.	Affidavit declaring site visit (Annexure-XII)			
9.	Certificate of financial turnover (Annexure-VI)			
10.	Bank solvency certificate (Annexure-VII)			
11.	Certificates of Works Experience and Completion (Annexure-VIII, IX)			
12.	Structure & Organization (Annexure-X)			
13.	Affidavit for “no back-to-back award of Work” (Annexure-XI)			

14.	Undertaking from the bidder for tender provisions (Annexure-II)			
15.	Letter of transmittal (Annexure-I)			
16.	Integrity Agreement (Annexure-IV and V)			
17.	ISO: 9001:2008; ISO: 14001:2004; ISO: 18001:2007, ISO 45001, Green Pro for raw material issued from NABCB accredited agency in India which can be verified, also certificate for relevant category of products. Copies of all these Certificates from certified laboratory shall be enclosed with the technical bid.			
18.	Labour license under Contract Labour Act 1970			
19.	ITR & Balance Sheet of last three years			
20.	The Bidder should have satisfactorily completed the supply of furniture of an Estimate value of ₹4.50 Crores during the last SEVEN years ending in Central Govt, State Govt, Autonomous bodies of Central Govt, educational institutions such as IIMs, IITs, Central Univ, NITs etc. Completion certificates to be signed by an officer not below the rank of EE.: - 3 (Three) similar completed works each costing not less than 40% of the Estimated cost put to tender, or 2 (Two) similar completed works each costing not less than 60% of the Estimated cost put to tender, or 1 (One) similar completed work costing not less than 80% of the Estimated cost put to tender.			
21.	The bidder shall submit the credentials of the OEM from reputed firms along with this bid for technical evaluation by the institutes committee.			
22.	The Tender document signed and stamped on all pages to certify that it has been read and understood by the tenderer to be attached along with all necessary document as described here having page numbers marked duly.			
23.	Affidavit on Non-Judicial stamp paper of Rs. 100/- that the bidder has never been blacklisted / de-listed or debarred for any			

	of the furniture supply by any Central Government/ State Government/ Semi Government/ PSU /Banks/Universities /Educational Institute/Autonomous body. The bidder who is blacklisted / de-listed / debarred in the last fiveyears is not eligible to participate in this tender.			
24.	Undertaking for land border restrictions (Annexure-XV)			
25.	Calibration certificates of the testing lab equipment's calibrated by any NABL approved lab.			
26.	Documentary proof of owning (Copy of Purchase invoices along with the photographs) machinery			
27.	Original equipment/ furniture manufacturer (OEM) or their authorized dealers with the manufacturer having the factory act license and ESIC/ EPF registration. Scanned copies as proof must be 27uploaded.			

I/We undertake that documents are genuine/authentic and nothing has been cancelled and that I/We are not debarred by any govt. organization and are competent for the contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained through fraudulent means/concealment of information.

Signature of bidder with seal

ANNEXURE-IV

(To be executed by and between the institute and the successful tenderer/contractor)

FORMAT OF AGREEMENT

This agreement is executed at _____ (place of execution) on the _____ day of _____, 2023 BETWEEN _____, which expression shall mean and include its successors and assigns (name and address of the Institute) ("Institute") of the FIRST PART
AND
_____ (name and address of the successful tenderer) ("Contractor")
of the SECOND PART

The Institute and the Contractor shall be individually referred to as the "Party" and collectively referred to as the "Parties"

Whereas the institute is desirous of manufacturing, supply and installation of furniture as per the given design and specifications for the phase 1 of its permanent campus and invited tenders by issuing Notice Inviting Tender ("Tender") for selection of a tenderer/contractor for carrying out the said work. The tenderer/contractor has submitted its bid pursuant to the issuing of the tender by the institute. WHEREAS the details of the work proposed to be executed by the contractor is more particularly specified in the Tender (name and identification number of Contract) ("Works") and the Owner has accepted the tender submitted by the contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract price of Rs..... Rupees
.....(*in words*))

WHEREAS the Institute has now desirous of laying down the terms and conditions governing the execution of the Works and has therefore, requested the Contractor to execute the present agreement.

NOW THIS AGREEMENT WITNESSETH as:

1. In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the conditions of contract as more particularly mentioned in the tender document. The parties agree that the tender shall form an integral part of this agreement and shall be read and construed accordingly.
2. In consideration of the payments to be made by the Institute to the tenderer/contractor as the consideration for execution of the Works ("Consideration"), the tenderer/contractor hereby covenants with the Institute to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the tender and this Agreement.
3. The Institute hereby covenants to pay the tenderer/contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the contract Price or such other sum as may become payable under the provisions of the tender and this Agreement at the times and in the manner prescribed under the tender.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement:

i) Letter of Acceptance; ii) Notice to proceed with the Works; iii) All communications prior to

and pertaining to this agreement (save in to the extent agreed by the parties and incorporated in the Letter of acceptance); iv) Pre-bid clarifications, addendum(s) and corrigendum(s); v) Notice Inviting Tender; vi) Contractor's tender; vii) Contract Data; viii) Conditions of Contract (including Special Conditions of Contract); ix) Specifications; x) Drawings; xi) Priced Bill of Quantities; and xii) Any other documents listed in the Contract Data as forming part of the Contract, etc.

In witness whereof the Parties have caused this Agreement to be executed on the day and year first written above.

The Common Seal of

was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said Binding Signature of Owner

Binding Signature of Contractor

in the presence of

ANNEXURE-V

To be signed by Tenderer and Authorised Signatory of Indian Institute of Management Shillong

INTEGRITY AGREEMENT

THIS INTEGRITY AGREEMENT is made at on this..... day of 2023

BETWEEN

The Authorised Signatory, IIM Shillong (hereinafter called "IIM Shillong" or "Owner" which expression shall unless repugnant to the context or meaning thereof is deemed to include its successors & permitted assigns) of the FIRST PART:

AND

..... (Name and Address of the Individual/firm/Company) through. (Hereinafter referred to as the (Details of duly authorized signatory) "Tenderer/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) of the SECOND PART

Each of the IIM Shillong/Owner and Tenderer/Contractor individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS the Owner floated a tender for the Manufacturing, Supply & Installation as per the design and specifications the furniture for Indian Institute of Management Shillong at Umsawli Shillong – 793018, Meghalaya. ("Tender") and intends to award, under laid down organizational procedure, contract pursuant to issuance of such Tender ("Contract").

AND WHEREAS the Owner values full compliance with all applicable laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its tenderer(s) and contractor(s).

AND WHEREAS to meet the purpose aforesaid, the Parties have agreed to enter into this Integrity Agreement ("Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part of the tender documents and agreement between the parties and shall be construed accordingly.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the institute

The Institute commits itself to endeavor to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Institute, personally or through any of his/her family members, shall in connection with this tender, or the execution of the agreement, demand, take a promise for or accept, for self

or

(b) person, any material or immaterial benefit which the person is not legally entitled to.

(c) The Institute shall, during the tender process, treat all tenderer(s) with equity and reason. The institute shall, in particular, before and during the tender process, provide to all tenderer(s) the same information and shall not provide to any tenderer(s) confidential/additional information through which the tenderer(s) could obtain an advantage in relation to the tender process or the execution of agreement.

(d) The Institute shall endeavour to exclude from the tender process any person, whose conduct in the past has involved any bias of any nature.

2) If the institute obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner shall be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

1) Each Tenderer/Contractor shall be required to (including their respective officers, employees and agents) adhere to the highest ethical standards and shall report to the institute of any suspected acts of fraud

or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation and award of the tender/contract.

2) The tenderer(s)/contractor(s) shall commit themselves to take all measures essential to prevent any act of corruption. The tenderers/contractors commit themselves to observe the following principles during

their participation in the tender process and during the execution of the contract:

a) The tenderer(s)/contractor(s) shall not, directly, indirectly or through any other person or firm, to obtain any advantage of any kind whatsoever during the process of tender or during the execution of the contract, offer, promise or give to any of the Institute's employees involved in the Tender process or execution of the contract or to any third person any material or other benefit which such person is not legally entitled to.

b) The tenderer(s)/contractor(s) shall not enter with other tenderer(s) any undisclosed agreement or understanding, whether formal or informal for manipulating prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.

c) The tenderer(s)/contractor(s) shall forbear from committing any offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988. The tenderer(s)/contractor(s) shall not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the institute as part of the business relationship, plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.

d) The tenderer(s)/contractor(s) shall, when presenting tender, disclose any and all payments made, committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The tenderer(s)/contractor(s) shall not instigate any third person to commit offences mentioned above or be an accessory to such offences.

3) The tenderer(s)/contractor(s) shall not, directly or through any other person indulge in fraudulent practice including but not limited to willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the interest of the Institute.

4) The tenderer(s)/contractor(s) shall not, directly or through any other person use coercive practices including but not limited to the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights available to the institute under law or the contract or its established policies and procedures, the institute shall have the following rights in case of breach of this Integrity Pact by the tenderer(s)/contractor(s) and the tenderer/ contractor accepts and undertakes to respect and uphold the Owner's absolute right:

1) If the tenderer(s)/contractor(s), either before award or during execution of contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Institute after giving 10 days' notice to the tenderer/contractor shall have the powers to disqualify the tenderer(s)/contractor(s) from the process of tender or terminate/determine the contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of transgression and determined by the Institute. Such exclusion may be forever or for a limited period at the sole discretion of the institute.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: Pursuant to the institute disqualifying the tenderer(s) from the tender process prior to the award of the contract or terminates/determines the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the institute apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit rendered by the Tenderer/Contractor.

3) Criminal Liability: Pursuant to the institute obtaining any knowledge of conduct of a tenderer or contractor, or of an employee or a representative or an associate of a tenderer or contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or if the institute has substantive suspicion in this regard, the institute shall forthwith inform the same to any law enforcing agencies for further investigation without being obligated to first inform the tenderer/contractor of the same.

Article 4: Previous Transgression

1) Each tenderer/contractor shall declare and confirm that no previous transgressions have occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or

with the Central Government or any State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of this tender.

2) Upon any incorrect, false, misleading statement made or submitted by the tenderer in terms of 4(1) above, shall render the tenderer disqualified from the process of tender or entitling the institute to take any action for imposing a ban on any business dealings/holiday listing of the tenderer/contractor at the sole discretion of the Owner.

3) Upon a confirmation made by the tenderer/contractor, to the satisfaction of the institute, proving that the damage caused has been resorted / recouped and a suitable

corruption prevention system has been installed to the satisfaction of the Institute, the exclusion may be revoked prematurely by the institute at its sole discretion.

Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

- 1) The tenderer(s)/contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The tenderer/contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.
- 2) The Institute shall enter into such agreements or pacts on identical terms as this Integrity Pact with all tenderers and contractors.
- 3) The Owner shall disqualify tenderers, who fail to submit duly executed Integrity Pact along with the tender or violate any of the provisions at any stage of the tender process.

Article 6- Duration of the Pact

This Pact shall become effective on the day the institute and the tenderer/contractor have signed and executed the same. The Integrity Pact shall continue to remain in force for the Contractor till twelve (12) months after the completion of work under the contract or till the continuation of defect liability period, whichever is later. However, the Integrity Pact shall come to an end for unsuccessful tenderers upon award of the contract to the successful tenderer. If any claim is made/lodged during the time, the same shall be binding and continue to remain valid despite the lapse of this pact as specified above, unless such tenderer is discharged by the Institute.

Article 7- Other Provisions

- 1) The Integrity Pact shall be governed by the applicable Indian laws and the place of performance and jurisdiction shall be the place of office of the Institute.
- 2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of mutual written agreement between the parties to the Integrity Pact.
- 3) If the contractor is a partnership or a consortium, this Pact shall be executed and signed by all the partners or by one or more partners holding power of attorney executed in favour of such partner or partners by the remaining partners. In case the contractor is a company, the Pact shall be executed and signed by a representative duly authorized.
- 4) In case any of the provisions of this Integrity Pact is rendered invalid by law or otherwise, the remaining provisions of the Integrity Pact shall continue to remain valid and binding on the parties. In such a case, the parties shall strive to come to an agreement to the original intension envisaged under the Integrity Pact.
- 5) The parties agree that any dispute or difference arising between the parties with respect to the terms of this Integrity Pact, any action taken by the institute in accordance with this Integrity Pact or any interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies available to the parties under law or contract and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. The parties agree that this Integrity Pact shall have precedence over the tender/contact documents with

regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses.

.....

(For and on behalf of Institute)

.....

(For and on behalf of tenderer/contractor)

WITNESSES (Signature, name and address)

1

2

Place:

Dated:

ANNEXURE-VI

CERTIFICATE OF FINANCIAL TURNOVER

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last **three (3)** years duly certified by the Statutory Auditors/ a-chartered accountant (in case the appointment of a statutory auditor is not applicable), as submitted by the tenderer to the Income Tax Department (copies of all the documents to be attached).

Sl .No.	Description	Year		
		2020-2021	2021-2022	2022-2023
i)	Gross Average Annual Financial Turnover			
ii)	Average Turnover on Furniture Works			
iii)	Profit/Loss			

SIGNATURE OF TENDERER(S)

Signature of Chartered Accountant with Seal

ANNEXURE-VII

BANK SOLVENCY CERTIFICATE

(FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK)

This is to certify that to the best of our knowledge and information that M/s./Shri..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees.....).

This certificate has been issued at the specific request for limited purpose of submitting the same to the Indian Institute of Management Shillong at Umsawli Shillong – 793018, Meghalaya and shall not be used for any other purpose whatsoever.

This certificate is issued without any guarantee or responsibility on the bank or any of our officers and employees.

Signature for the Bank

GENERAL INSTRUCTIONS:

1. Banker's Solvency Certificate must be on the letterhead of the bank issuing such certificate, sealed in a cover addressed to the Director, IIMS.
2. In case the Solvency Certificate is issued at the request of a partnership firm, such certificate must include names of all partners as recorded with the Bank.
3. The Solvency Certificate shall not be more than 6 months old.

ANNEXURE-VIII

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED & PROJECT SPECIFIC WORK DURING THE LAST SEVEN YEARS

A	B	C	D	E	F	G	H	I	J
Sl.no	Name of work/ project and location	Owner or sponsoring organisation	cost of work in crore	Date of commencement as per contract	Stipulated date of completion	Actual Date of Completion	Arbitration cases and progress with	Name and Address/ telephone number of officer to whom reference may be made	Remarks
1									
2									
3									

Certified that the above list of works is complete and no work has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief. Copies of work orders and completion certificates duly self-attested must be uploaded.

SIGNATURE OF TENDERER(S)

ANNEXURE-IX

PROJECTS UNDER EXECUTION OR AWARDED

	A	B	C	D	E	F	G	H	I
Sr.No	Name of work/ project and location	Owner or sponsoring organization	Cost of work	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any, and reasons thereof	Name and address/ telephone number of officer to whom	Remarks
1									
2									

Certified that the above list of works is under execution / awarded and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

ANNEXURE-X

STRUCTURE & ORGANIZATION

1	Name & Address of the tenderer	
2	Telephone No./Telex No./Fax No./e-mail address	
3	Legal status of the tenderer (attach copies of original document defining the legal status).	
	a) A proprietary firm	
	b) A firm in partnership	
	c) A limited company or Corporation	
4	Particulars of registration with various Government bodies (attach attested photocopy).	
	ORGANIZATION/PLACE OF REGISTRATION	REGISTRATION NO.
	1	
	2	
5	Names and Titles of Directors & Officers with designation to be deputed for the Works	
6	Designation of individuals authorized to act for the organization.	
7	Was the tenderer ever required to suspend the Works for a period of more than six months continuously after commencement of works? If so, give the name of the project and reasons of suspension of work.	
8	Has the tenderer or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project(s) and reasons for abandonment.	
9	Has the tenderer or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering by any organization at any time? If so, give details.	
10	Has the tenderer or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11	Field of specialization and interest of the tenderer in the Furniture Industry	
12	Any other information considered necessary but not included above.	

Certified that the information mentioned above is complete and no information has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER(S)

ANNEXURE-XI

GENERAL INSTRUCTIONS FOR THE AFFIDAVIT:

*The affidavit shall be executed on appropriate non-judicial **stamp paper** of minimum value as applicable in the State of Meghalaya and notarized by a Notary Public;*

AFFIDAVIT

I, __, aged __ years, son/daughter of ____, presently residing at and authorized by ____ (name of tenderer) ("Tenderer") to solemn this affidavit on behalf of the Tenderer, solemnly affirm on oath as hereunder:

1. The Tenderer confirms that eligible similar works(s) have not been got executed through another contractor on back to back basis.
2. The Tenderer confirms and agrees that, if any such violation comes to the notice of Indian Institute of Management, Shillong ("Owner"), then the Owner shall be at liberty to initiate appropriate penal and legal action against the Tenderer.
3. The Tenderer confirms and agrees that if such a violation comes to the notice of the Owner at any time before the date of start of Work, the director/his authorised representative shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

DEPONENT VERIFICATION

I, __, aged __ years, son/daughter of ____, presently residing at and authorized by Tenderer verify that the information mentioned above is true and correct to the best of my knowledge and belief.

DEPONENT

ANNEXURE-XII

UNDERTAKING FOR SITE VISIT

I, __, aged __ years, son/daughter of ____, presently residing at and authorized by ____
__(name of tenderer) ("Tenderer") to solemn this affidavit on behalf of the Tenderer,
solemnly affirm on oath as hereunder:

1. The Tenderer confirms that the Tenderer has duly undertaken the visit of the proposed project site of Indian Institute of Management, Shillong located at Umsawli Shillong – 793018, Meghalaya.
2. The Tenderer has inspected and examined its surroundings and has satisfied itself about the site conditions and site logistics. The Tenderer confirms that it is aware of the ground conditions and nature of the site, means of access to the site and the accommodation area required for establishing the labour camp. The Tenderer agrees and confirms it shall be solely responsible for arranging and maintaining the afore- mentioned at its own cost including all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
3. The Tenderer confirms and agrees that the submission of the tender implies that the requisite site visit has already been undertaken and that the Tenderer has acquainted itself with the local conditions and other factors having a bearing on the execution of the Work.

SIGNATURE OF TENDERER(S)

ANNEXURE-XIII

LIST OF APPROVED MAKES AND MATERIAL

Material	Make
Powder Coat	Asian Paint/Berger/Nerolac
Float Glass /Toughened Glass	Modi Guard /Saint Gobain /Indo Asahi
Expansion Bolts	Hilti / Fischer/Hettich
Resin Based Adhesive	Pidilite- Fevicol (SWR+)/Hankel
SS /Chrome Coated Hardware	Dorset/Hettich/Haffele/Dorma
Laminates	Greenlam/Merino/Century
Post Form Laminates	Greenlam/Merino/Century
Fabric Protection	Fabgaurd/Scotchguard
Upholstery Fabric	Next Gen/ Response
Upholstery Leatherette	Next Gen/ Response
Locks	Godrej/Dorset/Hafele
Pivot, Handle Bars	Dorma/Dorset/Hafele
Mattress	Kurlon/Wakefit/Sleepwell
Pre laminated Ply Board MR Grade as per IS 303 and with lamination on both sides 0.8 mm thick as per IS specifications	Greenply/Merino/Century/Action Tesa
EWR Pipe /CRCA Tube	Jindal/Tata/SAIL/APOLLO
Ply Wood	Duro/Greenply/Merino/Century/Durian/GreenLam
CRCA Sheet	Essar Steel/JSW/ Ispat/Jindal/Tata
Edge Banding Tape	Rehau or Equivalent
Veneer	GreenLam Club/Century/Durian/Hickory/Greenply
Aluminium sheet	Hindalco or similar make

ANNEXURE-XIV

UNDERTAKING FOR LAND BORDER RESTRICTIONS

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that our firm is not from such a country or is from such a country, has been registered with Competent authority.

SIGNATURE OF TENDERER(S)

SECTION-III DELIVERY SCHEDULE

Milestone (To be completed by 31.12.2023)

The items as per the list & quantities given below are to be delivered and installed by 31.12.2023. In case the tenderer fails to deliver these items in quantities mentioned against each they will be liable to levy of compensation @ 0.50% of the total value of order on weekly basis.

Sr. No.	Item	Quantity
1.	Classroom Chairs	1360
2.	Classroom Table	1360

SECTION-IV

SPECIAL TENDER CONDITIONS

NIT No.: K1-11017/1/2023-ENGG/2179 dated 21/08/2023

1. Manufacturer's Material Test Certificate (MTC) should be sent along with the supply and for raw material.
2. Manufacturer is requested to furnish test certificate for following test carried for present lot or earlier lot of furniture as required by Engineer-in-charge. (Machinery Details)
 - a. Back durability test – cyclic.
 - b. Seating impact test – cyclic.
 - c. Base test – cyclic.
 - d. Castor Durability Test.
3. Bidder/OEM must have toll free number for Service Support.
4. Warranty: - Warranty period of the supplied products shall be 5 years against manufacturing defects from the date of final acceptance of goods or after completion of installation, at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. Successful bidder will have to ensure that adequate number of dedicated technical service personnel / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty and defect liability period.
5. The Institute nominated committee shall visit the manufacturing unit/plant of the successful tenderer at the time of receipt of raw materials for manufacturing of furniture.
6. The Institute will carry out pre-dispatch inspection at the manufacturer's unit/plant.
7. Materials shall be stored so as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Materials to be stored in Institute premises shall not create an obstruction to the institute work nor shall they interfere with the free and unobstructed movement of other construction work of the campus. Private property shall not be used for storage purposes without written permission of the institute. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property.
8. The bidder shall submit the credentials of the reputed OEM firms along with this bid for technical evaluation by the institutes committee.
9. When the finished products arrived at campus, the authorized committee consisting of IIM representatives may take a sample to test the quality of the end products being supplied.
10. Joint venture and consortium are not permitted to participate in this tender.

GROUND FLOOR PLAN

Page 43 of 47

SECTION-VI

FINANCIAL BID FOR DESIGN, MANUFACTURING, SUPPLY & INSTALLATION OF FURNITURE AS PER THE GIVEN SPECIFICATION FOR THE PERMANENT CAMPUS (PHASE-I) OF THE INDIAN INSTITUTE OF MANAGEMENT SHILLONG, AT UMSAWLI SHILLONG -793018, MEGHALAYA.

FINANCIAL BID FORMAT

Sr. No.	Item Description	Qty	Unit Price (All-inclusive of GST, any other taxes as applicable) Rs.	Total Amount in Figure Rs. (All-inclusive of GST, any other taxes as applicable)	Total Amount in words
1	2	3	4	5	6
1	CLASSROOM TABLE- HORSESHOE/Semicircular: Providing and placing in position table of the following specifications. Top and modesty panel shall be made 18mm thick BWP Plywood laminated (with 1mm thick matt finished laminate with grains laid as per approved sample, laminate colour to match colour of teak wood edge beadings and mouldings. Inner surface of modesty and bottom of tabletop shall be provided with balancing laminate of minimum 0.8mm thick matching with tabletop laminate of approved shades.Edge beadings and mouldings made in teak wood shall be as per design.The teal wood mouldngs shall be sanded and finished such that all edges are slightly chamfered (0.5 to 1mm) and shall be finished in matt finished PU coating with Four Coates. Tabletop Supported on MS Frame shall be powder coated to the thickness of 40 microns. All ends of frame shall be plugged with plastic moulded end cap. The Grommet shall be made from antiskid plastic moulded components to facilitate access electrical / data / voice sockets access from top. Vertical cable 106eparately from bottom of table along with raceway having cut outs of required sizes along with Hydraulic Pop Up Box/Cable Cubby with Audio, Power Ports and USB C type Port. Table shall have adequate provisions for the movement of electric and LV cables 106eparately at desired levels. Table having provision of pen holder, bag holder and having a provision of name plate. All necessary SS hardware/ fitting/ hinges/ locks/	1440			

	handles etc. shall be provided of from as per list of approved makes. The material procure from FSC certified supplier / OEM and complete as per the direction of Engineer-In-Charge.				
2	<p>CLASSROOM CHAIR-HORSESHOE/Semicircular/Rectangular: Supplying and placing in position of chair as per photograph. Overall height 945mm max, 870 min, overall width 560mm, overall depth 530mm, seat size 470mm (W) x 460mm (D) and back size 470mm (W) x 490 (H), seat and back are made up of 12mm thick hot pressed ply wood upholstered with fabric and molded with polyurethane foam (Density = 45 +/-2 kg/m³ and Hardness = 20 +/- 2 at 25% compression). The back plywood shall be designed with contoured lumbar support for extra comfort. The chair shall have an center tilt mechanism and tilt tension adjustment, single locking facility and full 360 degrees swivel mechanism, the one piece arm rest should be made up of black integral skin polypropylene with 50-70 Shore "A" hardness reinforced with MS insert, the armrest are scratch and whether resistant. The arm rests are fitted to the seat with a connecting strip assembly made of 5mm of HR steel. The prong (base) is made of nylon and fitted with 5nos. twin wheel castors (castor wheel dia. 50mm). The prong (base) is 660mm pitch center dia (700mm with castors). The telescopic bellows is 3 piece telescopic type and injection molded in black polyurethane. The pneumatic height adjustment shall have adjustment stroke of 120mm and shall be operated at 30kgs extension force. The material procure from FSC certified supplier / OEM and complete as per the direction of Engineer-In-Charge.</p>	1600			
3	<p>CLASSROOM TABLE (FOR 40 - SEATER) Rectangular: Providing and placing in position table of the following specifications. Top shall be made 18mm thick made of moderately kiln seasoned beech wood, Base material shall be made 18mm thick BWP plywood 2mm thick PVC edge banding on all working area. The Modesty shall be 18mm thick kiln seasoned beech wood. Base material shall be made 12 mm thick BWP plywood 2mm thick PVC binding on all visible area. Inner side of modesty and below the tabletop balancing laminate shall be minimum 0.6mm thick matching with tabletop laminate of approved shades. All wooden surface to be sprayed with four coats of PU polish matt finished in desired shade. Legs shall be made</p>	160			

	<p>from 1.6 mm Matt silver anodized aluminum extrusion/ MS legs. The wire carrying is facilitated through the hollow space between dual modesty and all the wires are concealed between two modesty.</p> <p>Tabletop Supported on MS legs shall be powder coated to the thickness of 40 microns. Both ends of Aluminum extrusion covered with plastic moulded end cap. The Grommet shall be made from antiskid plastic moulded components to facilitate access electrical / data / voice sockets access from top. Table shall have adequate provisions for the movement of electric and LV cables 108eparately at desired levels. Raceway having cut outs of required sizes along with Hydraulic Pop Up Box/Cable Cubby with Audio, Power Ports and USB C type Port. Table having provision of pen holder, bag holder and having a provision of name plate. All necessary SS hardware/ fitting/ hinges/ locks/ handles etc. shall be provided of from EBCO / Hettich. The material procure from FSC certified supplier / OEM and complete as per the direction of Engineer-In-Charge.</p>				
	Grand Total (in figures) (All-inclusive of GST, any other taxes as applicable)				
	Grand Total (in words) (All-inclusive of GST, any other taxes as applicable)				

Note: The rates quoted above shall be inclusive of GST & all the other taxes, Duties, Cess, transportation and incidentals till installation at Site in IIM Shillong at Umsawli Shillong – 793018, Meghalaya.