



**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**

**(Tender Reference NO.: IIMN/CAO/14/2018-19 dated 04/12/2018)**

**Prepared & Issued by:**

Cost of Tender document: 1180 INR. /- inclusive GST (Non-refundable)

Last date of Submission: 14/12/2018 up to 3.00 PM

Name of Bidder: \_\_\_\_\_

**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**  
**Tender No. IIMN/CAO/14/2018-19 dated 04/12/2018**

**A. NOTICE INVITING TENDERS**

Sealed bids are invited under Single stage (TWO bid system) professional agencies for the work mentioned below:

Name of Work: **Hiring of JCB, Tipper & Roller for site cleaning of IIM Nagpur Permanent campus at Mihan**

Bid Downloading Schedule: Tender documents can be downloaded from IIMN web site **www.iimn.ac.in**

**CRITICAL DATE SHEET**

Issue of the bid Document	To be issued from IIM Nagpur office, from 06/12/2018 to 13/12/2018 up to 3.00 P.M The tender documents shall also can be downloaded by the bidder <b>www.iimn.ac.in</b>
Pre - Bid meeting followed by site visit	11/12/2018 on 3.00 PM <b>Estate office IIM Nagpur</b>
Submission of Bid Documents	Last submission By <b>3.00 pm on 14/12/2018 Estate office IIM Nagpur, VNIT Campus, South Ambazari Road Nagpur-440010</b>
Opening of Bids	<b>PART-I</b> i.e. Pre-Qualification bid shall be opened on <b>14/12/2018 at 3.30 P.M</b> in the presence of authorized attending representatives of contractors.
Financial Bid Opening	Price Bid of only technically qualified bidders shall be opened on same day or at later date in presence of authorized representatives of bidders & IIMN Officers.

**1. Bid Submission:**

Bids shall be submitted at IIMN Nagpur Estate office VNIT Campus, South Ambazari Road Nagpur-10

Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from the IIMN website **www.iimn.ac.in shall not alter/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be altered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with IIMN.

Intending tenderers are **advised to visit again IIMN website www.iimn.ac.in regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment.

The tender shall be submitted as follows:

- Pre-qualification documents
- Price bid as per Price Bid format

The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

### Part I: Pre-qualification Bid

The following documents are to be furnished by the tenderer along with **Pre-Qualification Bid** as per the tender document

#### Eligibility conditions:

Sr.	Description	Remarks (Documents to be submitted)
1	The bidder should be in civil construction/ civil machinery work/civil maintenance for a minimum period of Two years as on 31.03.2018. The right to accept contracting business of the vendor will rest with IIMN.	Please attached relevant document as a proof that the firm is in business for the period mentioned
2	Other documents required to clear PQ criteria	Please attached copies of: 1. PAN, 2. GST (GST Registration), 3. DD for Tender 4. DD for EMD

**Note:** Only those bids who meet the above mentioned minimum criteria will be considered for evaluation of technical and price bids

## Part II: Price Bid

Price Bid of only technically qualified bidders shall be opened on same day or at later date in presence of Institute's Officials. Technically qualified bidders shall be intimated by web notification or email. The date and time of opening the price bid shall be communicated to the eligible bidders through web-notification or email.

The bidders have to e-submit the price bid only as per the price schedule format/template available on IIMN portal. Any other format for submission of price bid shall be out rightly rejected without any further reference to the bidders.

In case if the price bid is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with IIMN.

Do not quote price in the Pre-Qualification, Technical bid or elsewhere it would lead to your bid getting disqualified without any further reference to the bidders.

**The prices must include all the applicable taxes and duties, fees and any other charges except GST. GST component if applicable to be shown separately and will be paid extra, if applicable**

IIMN reserves the right to negotiate the quoted price with the successful bidder

The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason

**Part - 1 Technical bid**

Sealed tenders are invited from bonafide, experienced & reputed contractors of financial standing for the job given below:		
Clause No.	Title	Description
101	Name of work	Hiring of JCB, tipper & Roller for site cleaning of IIM Nagpur Permanent campus at Mihan
102	Reference no.	Tender no: IIMN/CAO/14/2018-19 dated 04/12/2018
103	Details of bidder	Annexure- A is to be filled, duly signed and stamped and submitted along with the tender.
104	Tender submission cost	Rs. 1180/- payable through DD/Pay Order from Scheduled Commercial banks payable at Nagpur in favor of Indian Institute of Management Nagpur. Tender fee is not refundable. If the tender is cancelled or recalled on any ground, the Tender document fees (Tender Fees) will not be refunded to the bidders.
105	Earnest Money Deposit (EMD)	Rs. 10,000/- (Rupees Ten thousand only) payable through DD/Pay Order from Scheduled Commercial banks payable at Nagpur in favor of Indian Institute of Management Nagpur. All applicable bank charges shall be borne by the applicant. Tender submitted without EMD is liable to be rejected.
106	Contract Period	20 days from the date of issue of work order OR date of approval by Engineer in charge (Whichever is later). Extendable for the reasons beyond contractor's control and upon Engineer's recommendation.
107	Liquidated Damage	Delivery shall be considered complete when full quantities of all items are in fully functional condition at designated delivery location as per the instruction of the representative of IIMN for late delivery (LD) the liquidity damage shall be @1% of the contract amount per week delay. Maximum up to 5%. Beyond 5 weeks of delay order will be deemed cancelled
108	Initial Security Deposit (ISD)	Initial security deposit (ISD) @ 5% of the Contract Value to be paid on award of contract but before the commencement of work / services. ISD amount is inclusive of EMD.
109	Running Security Deposit (RSD)	Not Applicable
110	Interest on Security Deposit	No interest will be paid on any deposit



111	Release of RSD	Not Applicable
112	Release of ISD	On completion of defect liability period
113	Defect Liability Period	06 months from the date of completion of the work certified by IIMN Engineer- in -charge.
119	Conditional Bids	Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.
120	Contract Agreement	IF REQUIRED BY Indian Institute of Management Nagpur (hereinafter to be referred as IIMN), the successful Bidder has to execute a contract Agreement with IIMN on the non-judicial stamp paper of Rs. 100/- (Rupees One hundred only). The cost of stamp paper shall be borne by successful Bidder. IIMN reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be in writing.
121	Insurance	The contractor shall take adequate insurance covering risk for material and labour, general public liability/third party liability & workmen compensation insurance coverage suitable to the type of work, work order amount, contract period and defect liability period. In case of any mishap, the liability for the same will be borne by the Contractor & not Involve IIMN. The Contractor has to take an insurance policy accordingly.
122	Work and risk cost	The Institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
123	Indemnity	The Contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, Sales Tax, Royalty, Excise Duty, Octroi, Works Contract, etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or Bylaws. <u>The Contractor shall not employ child labour.</u> Payment to workers must be according to Minimum wages act.
124	Compliance with owners rules and regulations	The Contractor shall comply with all norms stipulated by the Owner such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and Around the work site, Safety Precautions and Safety Regulations.



125	Arbitration	All disputes regarding quality, specifications and rates shall be tried to be settled mutually by making references to conditions of contract documents or prevailing local practices, etc., but if not settled mutually, shall be referred to arbitration subject to relevant Arbitration and Conciliation Act 1996. and its amendments, modifications to-date. Arbitration cost to be shared equally by the owner and the contractor.
126	Authorization	The Contractor shall submit to the Institute the names and reason and specimen signatures of the persons authorized by him to draw materials, sign joint measurements, bills, receive payments, receive instructions/notices, etc. on behalf of the Contractor.
127	Safety and Security	Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.
128	Prices, Taxes & Duties	The Bidder should quote firm prices/ rates inclusive of all Taxes like Service Tax, Vat, Duties, Levies, Personal Tax, Corporate Tax, worker welfare cess, etc. and all other expenditure required to be incurred by him/her for providing required construction work etc. during the contract period as indicated under his contract and afterwards no variation on any account unless otherwise specifically mentioned will be allowed. (The contractor will indemnify IIM-Nagpur against all statutory liabilities present and future, arising out this contract.) <b>Only GST as applicable shall be paid extra over and above the quoted rates</b>
129	Bid Validity	The bid submitted by bidder shall remain valid for a period of THREE Months from the date of opening of offer. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as "REJECTED."
130	Award of similar type of work on same rates	Upon mutual consent, the client may award another similar type of work in campus based on this rates to the contractor, for which the rates may be valid up to ONE year from the date of issue of Purchase ORDER.
131	Access to site	The Contractor shall allow unhindered access to the Institute and/or any other party or person, engaged by the Institute to work at the same site and/or to check/ regulate / watch /guard/ measure/inspect, solely or jointly with the Contractor.
132	Rejection of bid(s)	The Owner reserves the right to reject any or all the tenders relating to the work under this Tender Document without assigning any reason whatsoever.



133	Quantom of work	This contract is basically an item rate contract. The quantities given in the “BILL OF QUANTITIES” (Part-2, Price Bid) are approximate only and may vary in actual course of execution in a range of +/- 5% to +/- 10 %. as the case may be. The Contractor is therefore, advised to quote very carefully. No claim for compensation from the Contractor shall be entertained due to any variation in quantities (irrespective of the quantum of variation) OR deletion of any item. The rates fixed for a particular year shall remain same through the year. Actual executed quantities shall be measured and paid.
134	Assignment and sub-contracting	The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of on unavoidable circumstances, the contractor shall be able to do it with approval of the owner of premises. However, the job shall be sublet only to the party approved by the owner.
135	Misconduct	The Contractor shall keep the Owner indemnified from and against all personal and third party claims whatsoever arising out of any commission or omission by Contractor or his employees, or representatives as the case may be.
136	Inspection and testing by IIM- Nagpur	The Owner shall be entitled to inspect and / or test by itself or through any of its representative or an independent agency any premises of the Contractor and materials stored therein for use pursuant to the Contract and/or any ingredient to be used. If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the Owner or his authorized representative shall be final), the Contractor shall not use such material and shall keep the Owner indemnified from and against any claim.
137	Interpretation	The Special conditions of Contract shall be read in conjunction all other documents forming of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.
138	Vacation of the premises	The Contractor shall give vacant possession
139	Water	Bidder has to make his own arrangement
140	Electricity	Bidder has to make his own arrangement
141	Payment of Bills	Payments will be made by crossed account payee cheques only OR e - payment.
141.1	Advance against material on site	Not Applicable





141.2	Running Account Bills	50% Ad hoc amount will be release upon certification by the Engineer (cursery check) within 15 days of the submission of bill
141.3	Final Bill	Payments will be made within 21 days of submission of bills provided the bills are complete and duly authenticated by the specified Officer(s) of the Owner after completion of the work in all respect & after completion of launching ceremony
142	Escalation / De-escalation of rates	Prices/Rates quoted will be firm during the entire duration of contract
143	Basic Rates	Basic rates mentioned (if any) in the tender are FOR IIM Nagpur Campus. Difference will be paid OR deducted for the payment to the contractor upon submission of documentary proof if otherwise
144	Non tender items/ Extra Items	In case of items which the contractor has to execute which are not covered in the tender, the rates shall be paid based on rate analysis duly certified by engineer in charge and the profit margin would be 15% inclusive of all taxes EXCEPT GST as applicable
145	Method of Measurement	Actual days' work at site to be measured and paid.
146	Exit Clause	The vendor has to complete the works within the time schedule mentioned at clause No.106, and on failing to do so, the vendor shall be notified on expiry of such delivery schedule. Even after such notice, if the vendor fails to complete its work to its entirety and hand over the same to IIMN for its use within two weeks form the date of issue of such notice, the order/contract shall deemed to be cancelled without any further notice to the vendor. Notwithstanding anything in this clause, IIMN shall be at its liberty to impose LD/penalty as mentioned in clause no.107 on the vendor as it deemed fit. The vendor shall not be allowed to remove any material pertaining to incomplete work, and IIMN shall not be liable to make any payment for the incomplete work."



147	Force Majeure	If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.
148	Taxes, Labour laws and Other regulations	The Contractor will be exclusively responsible to meet and comply with all legal requirements related to the work.
148.1		
148.2		The Contractor shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or service rendered pursuant thereto.
148.3		Any legal matter or issues arise, and all court matters if arise for this contract are subjected in Nagpur courts jurisdictions only.
151	System of Bid Evaluation	Price BID of only those bidders who qualify in Technical bid will be opened at a subsequent date.
152	Precedence Clause:	In the case of any ambiguity in interpretation, the Price bid will supersede the Technical Qualification bid and decision by Asst. Manager (A&C), IIMN on the interpretation of the entire contract terms and conditions will be final and binding to all.
153	Mathematical error	During the opening of price bids the total quoted amount will be declared. However, during calculation verification if there is any error found in total amount, the agency will be called for clarifications. The rates quoted by the agency will be considered firm and hence the amount will be worked out by multiplying the rate with quantity. The rate will not be allowed to be changed in any case. However, decision by Asst. Manager (A&C ), IIMN on the interpretation of the entire contract terms and conditions will be final and binding to all.

### **Terms and Conditions for the machinery hired on day basis**

- The tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work of the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power and road, as also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the site, the formation and conditions of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, including, sub-soil water levels, the character of equipment and facilities needed, preliminary to and during the progress of the work or the cost thereof under the contract.
- The machinery will be hired for as and when required by this Institute and will be informed in advance.
- Bidder has to make his own arrangement of water for compacting the surface
- The machinery should be in good and road worthy condition and trouble free.
- Nothing extra shall be paid on account of any discrepancy in nomenclature of item. The Bidder shall seek clarifications if any before submitting the tender.
- All the expenses on fuel, grease, hydraulic oil, pipes and other items shall be borne by the Agency. No expenditure on these items will be incurred by the user Institute.
- If the machine is broken during the excavation, the bidder will not be given the money for non-functional hours.
- Accident during the excavation such as topples of machine or injury to the operators will be the responsibility of the bidder or agency.
- Insurance of the machine shall be arranged by the bidder/firm
- Any loss or damage to the machines during field work will have to be borne by the tenderer. In case of breakdown of machines replacement should be made available immediately so that work may not be hampered.
- Institute has right to reduce the duration of the proposed work or close the proposed work at any time after initiation of work without giving notice to the firm.
- The Financial Proposal must be expressed in Indian Rupees only and must take into account the tax liability and cost of insurances. All payments to bidder would be made only in Indian Rupees. The charges shown without applicable taxes if any will be considered as inclusive of all taxes

**Annexure A**

**PARTICULARS OF BIDDER**

SR.NO	DEACRIPTION	
1	Name of the bidder	
A	Trade Name (in Block letters)	
B	Status of the Bidder (Proprietorship/Partnership/LLP/Limited Co.) In Block letters)	
C	Name of Proprietor/Partners/CEO/Directors ( In Block letters)	
2	Postal Address	
3	Telephone No.	
4	E-mail / Website address (if available)	
5	Payment details and amount	
	a)Tender Fees	
	b)EMD	
6	Name of the Banker, Branch Name & address (In Block letters) (For e-payment purpose)	
7	PAN (Enclose self-attested photocopy)	
8	GSTIN (GST Registration No.) (Enclose self-attested photocopy)	

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No IIMN/CAO/14/2018-19 dated 04/12/2018 Accordingly, I/ we accept the terms and conditions and hereby offer the rates for "Hiring of JCB, tipper & Roller for site cleaning of IIM Nagpur Permanent campus at Mihaan as per Price Bid

Signature \_\_\_\_\_

Date \_\_\_\_\_

Official seal of bidder \_\_\_\_\_

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

**Bidder is required to fill-up this checklist which is as follows:**

Sr.no	Item Description	Details of Certification Enclosed YES/NO	Bid Reference
1	Tender Fee		
2	Earnest Money Deposit		
3	PAN		
4	GST Registration		
5	Particulars of bidders ( <b>Annexure A</b> )		
6	The bidder should be in civil construction/ civil machinery work/civil maintenance for a minimum period of Two years as on 31.03.2018. The right to accept contracting business of the vendor will rest with IIMN.		