



INDIAN INSTITUTE OF MANAGEMENT NAGPUR

RE-INSTALLATION OF SPLIT AIR CONDITIONER from IIMN VNIT Campus to IIMN New Campus at MIHAN

(Tender Reference NO.: IIMN/CAO/02/2021-22 dated 17-01-2022)

www.iimnagpur.ac.in

Prepared & Issued by:

INDIAN INSTITUTE OF MANAGEMENT NAGPUR

Cost of Tender document: 2360 INR. /- inclusive GST (Non-refundable)

Last date of Submission: 08-02-2022 up to 3.00 PM.

Tender Notice

RE-INSTALLATION OF SPLIT AIR CONDITIONER from IIMN VNIT Campus to IIMN New Campus at MIHAN

(Manual mode)

Indian Institute of Management Nagpur invites sealed Tender for RE-INSTALLATION OF SPLIT AIR CONDITIONER from IIM Nagpur VNIT Campus to IIMN New Campus at MIHAN

The tender should be submitted in two separate sealed envelopes on or before 08-02-2022 up to 3.00 P.M

The details of tender notification, technical bid and financial bid can be downloaded at

<https://www.iimnagpur.ac.in/tenders>

Chief Administrative officer
Indian Institute of Management Nagpur
Email: procure@iimnagpur.ac.in

Address of Current Campus:

Indian Institute of Management Nagpur
VNIT campus, South Ambazari Road Nagpur -10
Contact no- Ph. No 0712-710-2360/2396/2381

E block:

Dr. Niyogi Bhavan, Shbhash Nagar,
South Ambazari road
Nagpur-440016.

Address of NEW Campus:

Indian Institute of Management Nagpur
Plot No-01, Sector-20, MIHAN Notified area,
Dahegaon Khapri (Rly), Nagpur-441108
Contact no- Ph. No 0712-710-2360/2396/2381

INDIAN INSTITUTE OF MANAGEMENT NAGPUR
Tender No. IIMN/CAO/02/2021-22 dated 17-01-2022

NOTICE INVITING TENDERS

Sealed bids are invited under two bid system for RE-INSTALLATION OF SPLIT AIR CONDITIONER from IIM Nagpur VNIT Campus to New Campus at MIHAN at Indian Institute of Management, Nagpur at (hereinafter to be referred as "IIMN").

1. Bid Schedule: Tender documents can be downloaded from IIMN web site <https://www.iimnagpur.ac.in/tenders/> and as per the schedule given in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

Bid issue/Download start Date	The tender documents can be downloaded by the bidder from 17-01-2022 https://www.iimnagpur.ac.in/tenders/
Pre bid meeting	24/01/2022 on 01:00 P.M at Project Office IIM Nagpur Plot No-01, Sector-20, MIHAN Notified area, Dahegaon Khapri (Rly), Nagpur-441108
Re-Tendering/Corrigendum (If any)	25/01/2022
Last date of Bid Submission	On 08/02/2022 up to 3.00 P.M at MIHAN campus
Technical Bid Opening Date	On 08/02/2022 up to 3.30 P.M at MIHAN campus
Financial Bid Opening Date	Price Bid of only technically qualified bidders shall be opened at later date in presence of authorized representatives of bidders & IIMN Officers

2. Bid Submission:

All pages of tender documents (downloaded from IIMN website) shall be stamped and signed and submitted by the bidder.

The bid that will be submitted by the bidder should consist of the following TWO sealed envelopes in the sequence given below:

Envelope - 1	Tender Submission Cost, Earnest Money Deposit, Mandatory and Pre-qualification Bid document ,Tender document signed and stamped on each page.
Envelope - 2	All information related to prices in the format given in price bid document. Original Price Bid document signed and stamped on each page shall be submitted. The bidder has to fill the price in the Price bid format downloaded from IIMN website only. The prices shall be filled both in figures and in words and the total amount shall be calculated and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorised signatory.

The tender shall be submitted in two parts, viz., technical bid and price bid. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

Part I: Technical Bid

The following documents duly signed and stamped by the tenderer are to be furnished along with **Technical Bid** as per the tender document:

Mandatory Bid Documents

- Particulars of bidders (**Annexure A**)
- Copy of PAN
- Copy of GSTIN registration
- Tender Fees
- EMD

Please attached all the Annexure with all supporting documents.

Eligibility conditions(Pre-qualification):

Sr.	Description	Remarks (Documents to be attached)
1	The applicant should have good reputation in business of split air conditioners/HVAC works for a minimum period of Three years as on 31-03-2021. 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 (Please attached company incorporation or Relevant documentary evidences).The right to accept the contracting business of the vendor will rest with IIMN.
2	Bidder should have completed similar work as asked for in last three years as on 31-03-2021. One works of Rs 2.5 lakh	Please attached client's certificates

Technical bid shall be opened as per Tender Critical Date Sheet. The decision, IIMN will be final and binding to all for interpretation of any ambiguity.

Part II: Price Bid

Price Bid of only technically qualified bidders shall be opened at later date in presence of authorized representatives of bidders & IIMN Officers. Technically qualified bidders shall be intimated by web notification and or email. The date, time and location of opening the price bid shall be communicated to the eligible 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 Technical Bid i.e. in Part-I or elsewhere which would lead to 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.

Special Terms & Conditions

Scope of work:

The scope of work covered under this tender shall include:

1. Pump down refrigerant of all condensers.
2. Dismantling the outdoor units & the present ODU brackets.
3. Shifting of ODUs to the proper location.
4. Re-installation of all the outdoor units by extending or reducing both the pipelines (liquid and suction line) with proper insulation, cable etc whatever required.
5. Refrigerant pipes with insulation & cables need to be sized suitably as per indoor/outdoor capacity so that there should not be any flow restriction.
6. Refrigerant top up (as per machine configuration and type) after modification need to do if required.
7. Outdoor units need to be installed on the bracket/ PCC pedestal with proper drainage facility where the units can be maintained without any obstruction.
8. The material to be used for insulation and cable shall be virgin.
9. Condensate water drain line needs to be provided so that water can easily drain out.
10. If there is leakage in angle valves of the AC units, the same needs to be replaced by new one during installation.
11. If there is leakage found in heat exchanger during installation, the same needs to be rectified.
12. Successful vendor has to assure the performance of the units so that room temperature should not exceed above 25°C after 30min of operation at outdoor condition of 37.8°C dbt & 28.3°C wbt.
13. All the required equipment's/instruments/ site arrangements (like scaffolding etc.) to complete the work shall be arranged by successful vendor.

Responsibility of the Tenderer (Part of Scope of Work):

- Complete Dismantling and reinstallation split AC etc. wherever required
- Loading at IIM Nagpur, VNIT (existing campus) and un-loading at IIMN, New campus at MIHAN.
- Transport arrangements and adequate labour and supervisor or as required by IIMN.
- While re-location of the Split AC agency should ensure that Institute Equipment's have to be moved and set up on scheduled date, time and place.
- While shifting the goods, agency should protect the floors, walls and door-jambs, glazing to prevent wear and tear of valuable office space/hostel space.
- Place, Fix and Install the equipment in position at designated location as directed by Institute in the IIMN New Campus (MIHAN)
- The bidder must visit the site prior to submitting his bids to acquaint himself fully with the type & scope of work and involvement therein.

Other terms & conditions: -

- The complete shifting process (as per scope of work, terms and conditions) will be supervised by agency & monitored by the Institute
- **The Agency will make the comprehensive list of items/Assembly to be shifted with the Institute for Accountability Purpose in event of loss / damage to item during the process**
- The shifting has to be done carefully without any damages. Damages, if any, shall be recovered from the payments to the agency.
- The Agency will be solely responsible for dismantling, reinstallation, safe & secure transit of Goods to the satisfaction of the Institute. In event of any damages, the loss will be charged by the Institute in any manner as deemed fit by the Institute
- Before commencing the execution of work, the Agency 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 any person or property, at site of work
- The agency shall indemnify Institute against all losses it has suffered during any accident/incident during the execution of this job
- The Agency is required to take all safety and security measures of men and materials for covering your staff and worker with suitable insurance policy, ESI/Provident Fund and all other statutory State / Central rules and regulations.
- Any time after award of work, Institute may abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- During execution of the works the entire premises have to be kept clean and free from any obstructions, all the debris and surplus materials shall be removed from the work site as soon as works are completed
- The above items are to be brought in **“As is where is Condition”** to the new site and stacked / relocated/ reinstalled as desired by the concerned officer of Institute.
- In all matters, the orders/interpretation of the Competent Authority of the Institute shall be final & binding on the Agency
- The agency should also work on Saturdays and Sundays.
- The agency shall execute the work as per the prioritization spelt out by IIM Nagpur post award of contract
- **The Hostel building at MIHAN is G+5. The agency has to do Unloading, Unpacking, Installation of AC's of each floor. The agency has to shift the items by staircase on each floor**

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	RE-INSTALLATION OF SPLIT AIR CONDITIONER from IIMN VNIT Campus to IIMN New Campus at MIHAN
102	Tender no.	IIMN/CAO/02/2021-22 dated 17-01-2022
103	Details of bidder	Annexure- A is to be filled, duly signed and stamped and upload along with the tender.
104	Tender submission cost	Rs. 2360 (2000+ 18 % GST i.e. Rs. 360/-) (Rupees Two Thousand three hundred and sixty Only) BY DEMAND DRAFT in favour of Indian Institute of Management Nagpur , payable at NAGPUR. The tender fee is non-refundable. All applicable bank charges shall be borne by the bidder. Tender Fees not received from any bidder as detailed above, the tender of that bidder will be liable to be rejected. (exemption on tender fee for MSME/NSIC registered units on submission of copies of valid relevant registration documents of current period)
105	Earnest Money Deposit (EMD)	Rs: 6690/- (Rupees: Six Thousand six hundred and ninety rupees Only) to be paid BY DEMAND DRAFT in favour of Indian Institute of Management Nagpur , payable at NAGPUR. EMD not received from any bidder as detailed above, the tender of that bidder will be liable to be rejected. EMD of Unsuccessful bidder will be returned after seven days from the date of opening of tender. (exemption on EMD fee for MSME/NSIC registered units on submission of copies of valid relevant registration documents of current period)
106	Contract Period	60 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, to be paid by demand draft in favor " Indian Institute of Management Nagpur ". In case of EMD Exemption for MSEM/NSIC, ISD amount @5% of the contract value on award of contract but before commencement of work.



109	Performance Security Deposit	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	ISD amount will be released after successful completion of Defect Liability Period. INTEREST WILL NOT BE APPLICABLE ON RSD AMOUNT.
113	Defect Liability Period	12 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. Copy to be submitted to IIM Nagpur. 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 IIMN such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and Around the work site, Safety Precautions and Safety Regulations.



125	Arbitration	<p>If any dispute, difference, controversies or claims of any kind whatsoever shall arise between IIMN and the successful bidder, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies or claims by referring it to the Director of IIMN by the successful bidder. If IIMN and successful bidder fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other, a formal notice in writing that the dispute, difference, controversy or claim exist specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by Director IIMN having requisite technical expertise to adjudicate such nature of disputes. The decision of sole arbitrator shall be binding on both the parties. Arbitration shall be held in Nagpur, India and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award and the same shall be final and binding on the Parties. The award shall be entered in the courts at Nagpur and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and expenses of the arbitration shall be borne by equally by both the parties. The courts in Nagpur shall have the exclusive jurisdiction.</p>
126	Authorization	<p>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.</p>
127	Safety and Security	<p>Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.</p>
128	Prices, Taxes & Duties	<p>The Bidder should quote firm prices/ rates inclusive of all Taxes Duties, Levies, Personal Tax, Corporate Tax, Welfare cess, irrespective of height, depth, lead, lift etc. The rates shall include cost of all materials, labour, machinery, transit insurance and all other inputs involved in the execution and all scope of work including terms & conditions ONLY GST SHALL BE QUOTED EXTRA AS APPLICABLE</p>
129	Bid Validity	<p>The bid submitted by bidder shall remain valid for a period of SIX Months from the date of opening of Price bid. 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."</p>
130	Award of similar type of work on same rates	<p>Upon mutual consent, the client may award another similar type of works/services 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 Work ORDER.</p>
131	Access to site	<p>The Contractor shall allow unhindered access to the Institute and/or any</p>



		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)	IIMN reserves the right to, at any time and in its absolute discretion the following i) Accept or reject any or all bids ii) To permit any bidder to resubmit its shortfall documents iii) To negotiate the price with L-1 iv) To suspend, discontinue, modify and/or terminate the Tendering process at any time without assigning any reason whatsoever
133	Quantum of work	This contract is basically a Lump sum contract. The quantities given in the “Annexure are approximate only and may vary in actual course of execution. The BIDDER 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 will be applicable to other similar works in the campus as and when required by IIMN.
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 IIMN.
135	Misconduct	The contractor shall keep the IIMN 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, & quality check by IIM-Nagpur	The IIMN shall be entitled to inspect the Contractor materials. 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 IIMN or his authorized representative shall be final), the Contractor shall not use such material.
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 of the facilities/premises made available to the Contractor by IIM-Nagpur.
139	Water	Free of Cost at one point by IIM-Nagpur
140	Electricity	Free of Cost at one point by IIM-Nagpur
141	Payment of Bills	Payments will be made by e – payment or RTGS/NEFT
141.1	Advance against material on site	Not Applicable
141.2	Running Account Bills	Payments will be made within 30 days of submission of bills provided the bills are complete and duly authenticated by the specified Officer(s) of IIMN as applicable to this service as per payment schedule



141.3	Final Bill	Payments will be made within 30 days after submission of bills by agency provided the bills are complete in all respect and duly authenticated by the specified Officer(s) of the Owner after completion of the work in all respect.
142	Escalation / De-escalation of rates	Prices/Rates quoted will be firm during the entire duration of contract
143	Basic Rates	Not Applicable
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	Priority -1 = Actual Nos. / length / area / volume / weight to be measured and paid. Priority - 2 = As per relevant code of measurement for works unless specified otherwise in respective item.
146	Termination	
146.1	Termination due to contractor's Default	<p>If the contractor is in default under any of the provisions of this Contract, including but not limited to:</p> <ul style="list-style-type: none">a. failure to proceed with all or any part of the Contract or Contract Work with due diligence,b. failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.c. refusal or neglect to make good defective Work or after being instructed to do so by IIMN.d. going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.e. delay in executing the Contractf. abandoning the Contractg. assigning or subletting any part of the Contract Scope of Work without the prior written approval of IIMN;h. failure to comply with any Applicable Law; <p>then, and in any such event and without prejudice to any other rights or remedies that IIMN may have, IIMN may issue contractor written notice describing the default. If contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, IIMN may terminate all or any part of the Contract Work under this Contract and may then complete or have others complete all such terminated Work at the contractor's sole risk and cost.</p> <p>In case of such termination, contractor shall not be entitled to receive further payment, until the terminated Work is completed and accepted by IIMN. If the costs incurred by IIMN, including costs incurred in performing additional services to complete the Contract Scope of Work and IIMN's overheads in this regard, exceed the unpaid balance of the Contract Price, the contractor shall reimburse IIMN such excess within (10) ten days after receipt of an invoice thereof.</p>



		<p>The rights and remedies provided in this Article are in addition to the rights and remedies provided to IIMN by law, equity, or under any other Article in this Contract.</p> <p>Such termination will not relieve the contractor of its responsibility to its labourers, suppliers or any other creditors, including IIMN.</p>
		<p>In the event of a termination under above Article, IIMN may use all or part of contractor's drawings, documents and facilities at Site, in the performance of the Contract Scope of Work, without payment to contractor otherwise than by the extent such use of contractor's items causes a reduction of cost of completing the Contract Scope of Work.</p>
146.2	Termination for Convenience	<p>IIMN may, at its opinion, terminate for convenience the Contract Scope of Work in whole or in part, at any time by written notice to contractor. Such notice shall specify the extent to which the performance of Work is terminated and the effective date of such termination. Upon receipt of such notice, contractor shall:</p> <p>a) Immediately discontinue the Contract Scope of Work on the effective date or date of receipt of notice from IIMN, whichever is the latest and to the extent specified in the notice and place no further orders or sub-Contracts for services, other than as may be required for completion of such portion of the Contract Scope of Work that is not terminated;</p> <p>b) Promptly obtain cancellation upon terms satisfactory to IIMN of all purchase orders, sub-Contracts, rentals, or any other agreements existing for the performance of the terminated Work or assign those agreements to IIMN as instructed;</p> <p>c) Assist IIMN in the maintenance, protection, and disposition of Work in progress, plant, tools, equipment, property, and Goods acquired by contractor or furnished by contractor under this Contract.</p> <p>d) Complete performance of the Contract Scope of Work that is not terminated.</p> <p>Upon any such termination for convenience, IIMN shall have no liability towards contractor for any damages, including loss of anticipated profits. As its sole right and remedy, contractor shall be paid for</p> <p>a) The Work, which has been satisfactorily performed till date of such termination. contractor shall have the responsibility to submit the Scope of Work that had carried out prior to the termination date with sufficient documentation within 7 days from date of the receipt of the termination notice. All such Scope of Work shall be properly protected and handed over to IIMN.</p> <p>b) All amounts due and not previously paid to contractor for Contract Scope of Work completed in accordance with the Contract prior to such notice of termination, and for Work thereafter completed as specified in such notice.</p> <p>The termination of the Contract shall not relieve the contractor of any continuing rights, obligations and liabilities under the Contract.</p>
147	Exit Clause	<p>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</p>



		<p>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 from the date of issue of such notice, the order/contract shall be 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."</p>
148	Force Majeure	<p>If the whole or 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. However, there will not be any additional cost implications towards IIMN for such delay in performance, and the successful bidder agrees to complete scope of service & meet his obligations under contract for the cost agreed in LOI/ Work order.</p>
149	Taxes, Labour laws and Other regulations	<p>The Contractor will be exclusively responsible to meet and comply with all legal requirements related to the work/services</p>
149.1		
149.2		<p>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.</p>
149.3		<p>The Contractor/firm shall be responsible to abide by legal and labour provisions prescribed by the Government of India which shall include Income tax, Insurance, Accident, ESI, PF, Minimum Wages, Contract Labour R&A Act, etc.</p>
149.4		<p>Any legal matter or issues arise, and all court matters if arise for this contract are subjected in Nagpur courts jurisdictions only.</p>
150	System of Bid Evaluation	<p>Price BID of only those bidders who qualify in Technical bid will be opened at a subsequent date.</p>
151	Precedence Clause:	<p>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.</p>



152	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.
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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 (if applicable)	
	a)Tender Fees	
	b)EMD	
6	Name of the Banker, Branch Name & address (In Block letters) (For e-payment purpose)	
I	Account no	
II	IFSC code	
7	PAN (attached self-attested photocopy)	
8	GSTIN (GST Registration No.) (attached 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/02/2021-22 dated 17-01-2022. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “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	Remark
1	Tender Fee		
2	Earnest Money Deposit		
3	PAN		
4	GST Registration		
5	Particulars of bidders (Annexure A)		
6	The applicant should have good reputation in business split air conditioners works for a minimum period of Three years as on 31-03-2021. The right to accept contracting business of the vendor will rest with IIMN		
7	Bidder should have completed similar work as asked for in last three years as on 31-03-2021. One works of Rs. 2.5 lakh		
8	Other documents required to clear PQ criteria		