



IIM NAGPUR

INDIAN INSTITUTE OF MANAGEMENT NAGPUR

ICT Department, IIM Nagpur, Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur - 441108

url: www.iimnagpur.ac.in

Ref no: IIMN/ICT/2022-23/008

Date: 14/09/22

Notice Inviting Tender (NIT) for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals for one year and extendable to three years at IIM Nagpur.

For any query related to technical and financial bid please contact itoffice@iimnagpur.ac.in/ 7122870342.



NOTICE INVITING TENDERS:

IIM Nagpur is inviting the tender from reputed OEM / authorized distributors / authorized dealers for the **"Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which includes Desktops, Laptops, and Printers for one year and extendable to three years at IIM Nagpur."**

Tender quotation in a sealed envelope with a cover note as **"Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which includes Desktops, Laptops, and Printers for one year and extendable to three years at IIM Nagpur."** in a two-bid system (Techno-commercial bid) should be submitted in the enclosed Proforma duly filled in and signed.

No price should be mentioned in the Technical bid. Mark the two envelopes as "Envelope A (Technical bid- **"Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which includes Desktop, Laptops, and Printers for one year and extendable to three years at IIM Nagpur."**)" and "Envelope B (Price bid- **"Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which includes Desktop, Laptops, and Printers for one year and extendable to three years at IIM Nagpur."**)". Both envelopes should be placed in another sealed envelope addressed to the IT office, IIM Nagpur, Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur – 441108

Envelope A: Technical bid – **"Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals for one year and extendable to three years at IIM Nagpur."**

It will include the following,

1. Tender document duly signed and stamped on each page.
2. Technical Bid statement
3. Copy of the PAN, GST registration

And any other documents mentioned in the tender

Envelope B: Price bid – **"Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals for one year and extendable to three years at IIM Nagpur."**

It will include only a price bid containing authorized signatures on all the pages.

Attention of the Bidder is invited to the attached "Instructions to the Bidder" which will be binding. Incomplete quotations/ conditional quotations/late quotations or those not as per the enclosed forms are liable to be summarily rejected without any further reference. Quotations sent by Telegram/Telex/Fax/email will not be accepted.



Timeline:

Date	Time	Event
14/09/2022	05.00 PM	Tender uploaded on IIMN Website https://www.iimnagpur.ac.in/tenders/
20/09/2022	11:00 AM	The queries related to the tender could be sent to itoffice@iimnagpur.ac.in by 11.00 AM on 20 th September 2022. After the due date & time, no queries will be entertained.
04/10/2022	3.00 PM	Bids must be submitted/reached by hand or post/courier latest by 3 P.M. on, 04/10/2022 at the IT office, IIM Nagpur, Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur – 441108.
04/10/2022	3:30 PM	Technical Bid Opening at IIMN
07/10/2022	3:00 PM	Financial/Price Bid Opening at IIMN



Part I: Technical Bid:

Bidders Pre-qualification Criteria

The following supporting documents (scanned copy) duly signed and stamped by the tenderer are to be furnished as per Technical eligibility criteria annex I.

Technical Eligibility criteria:

Annex I

Sr no.	Particulars	Page No.
1	Name of the firm, Address, and Telephone Number	
2	Name of the Contact Person, Telephone/Mobile Number	
3	Name of the bank (With full address)	
4	Bank Account Number	
5	PAN No. (photocopy of PAN Card is to be enclosed)	
6	Affidavit (for proprietor firm) / copy of partnership deed (for partnership firm)/registration certificate of the firm (for Pvt. Ltd/Public Ltd Co) to be enclosed	
7	Date/year of commencement of business.	
8	The bidder should have the office and manpower to be provided for the onsite services at Nagpur. (The details of registered address of the office and no of Manpower along with qualification to be submitted/uploaded on company letterhead)	
9	Experience in a similar class of work: Bidders should have experience of Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which includes Desktop, Laptops, Printers, software. The bidder should attach the list of Purchase Order / Work Order where the similar type of work executed during the last 3 years from the date of publication of tender as detailed below (I) Three similar works of the estimated cost of Rs1,67,000 OR (II) Two similar works of the estimated cost Rs2,50,000 OR (III) One similar work of the estimated cost Rs5,00,000 to be uploaded online as a supporting document. The bidder should submit the work certificate for satisfactory performance covering the details of the similar work from the client for the specified work contract with contact details.	
10	The tenderer should also mention in the tender the list of the details of customer support.	
11	Bidder should have an annual turnover of at least Rs. 50 lakhs (Fifty Lakhs) for each of the last three financial years 2019-20, 2020-21, and 2021-22 to be submitted as a supporting document.	
12	Bidder should not be blacklisted/debarred/denied bidding facilities by any Government Department / Public Sector Undertaking / Educational Institute in the last 3 (three) financial years. (Declaration in company letterhead to be submitted)	



Technical Specifications:

Annex II

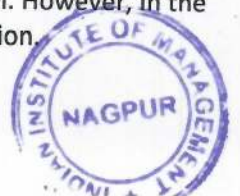
The IT peripherals are assigned to faculty members and staff members located in the faculty block and Administration block which are near to each other in the mihan campus, Nagpur, Maharashtra. IIM Nagpur intends to **Tender for a Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which includes Desktops, Laptops, and Printers for one year and extendable to three years** as per requirement and satisfactory performance at IIM Nagpur.

The bidders are requested to submit their offer considering the scope of work and IT peripherals as mentioned below:

Scope of work:

Noncomprehensive Maintenance of IT peripherals such as Desktops, Laptops, Printers, and for the support of software installed. The software support includes but is not limited to operationalizing, loading/reformatting of software/discs with software like Windows 10 Professional, Windows 10 home, Microsoft Office, application software, Browsers like Internet Explorer, Chrome, Mozilla, etc., and Mailing Software like Outlook, Anti-virus software, Data retrieval and installation/removal of any other software purchased by IIM Nagpur from time to time. It also includes removal of viruses and re-installation of software, if corrupted. Support for users and troubleshooting of commercial software (Licensed) package. The scope of work of AMC also includes the following,

1. **Reviving** of each and every malfunctioning part of Desktop, Laptop, Printers, and related items like (but not limited to) Hard Disk, CD/DVD Reader/Writer, Mother Board, Keyboard, Mouse, Fuser assembly, rollers, drums, data cables, scanning unit, power supply, display card, etc. and all the plastic parts except consumables (that includes Printer Toner and Cartridges) under this AMC by the Contractor. Data transfer should be done in case of a Damaged/Corrupted Hard disc. If there is a need for replacement or repair of the part then it should be put up to the IT head with justifications and supporting documents if any.
2. The replacement or repair of malfunctioning spares/parts for the proper functioning of all systems and sub-systems by the Contractor after receiving the part by IIM Nagpur and provided for replacement.
3. Formatting of the Computer should not be done without prior permission in writing from the user or the concerned Chairman/Department Head of that area/department.
4. For upkeep and maintenance of the hardware, the Contractor must also maintain the required drivers (CDs & Floppies) for maintaining the equipment.
5. **Vendor Management:** There are number of desktops and other items which are under warranty (H/W support) with the OEMs. For these equipment's, the service agency shall coordinate with the OEM to log in a complaint & follow up with the OEM to ensure that complaint is attended at the earliest.
6. **The Contractor shall depute the two number of well-qualified resident engineer(s) who can maintain the equipment properly. The Engineer(s) should be an Indian national.**
7. only, having a degree/diploma/ in Computer hardware and related field. Engineer(s) should have an experience of 3 years and **should be specialists in repairing and maintaining desktops, Laptops, Printers, and related items.** The engineer(s) shall be required to report on all working days (Monday to Saturday), if and when required on Sunday at 0900 hrs. The engineer(s) has to sign the attendance register every day which will be kept in IT Department, IIM Nagpur. The engineer(s) deployed by the Contractor shall work in coordination with Head IT or any other person authorized by the IT head.
8. The Engineer(s) will work under the instructions of the Head IT and shall maintain the complaint register for each complaint attended by them. The complaint register would clearly define the nature of the complaint, the location of the office, and the time taken for rectification of a complaint. The engineer(s) are also required to get the compliant sheets signed by the respective end users.
9. The Contractor shall ensure to carry out preventive maintenance and cleaning of every machine once in every three months, in order to forestall any major failure of the same which includes installing of updates of antivirus packages.
10. Loss of any part in the equipment on account of negligence attributable to the Contractor, the Contractor at his own discretion will have to reinstate or replace the malfunctioning / non-functioning part or whole of the product with a working part or whole of the equipment of a matching or higher configuration. However, in the case of a hard disc, a vendor should provide a new hard disc of matching or higher configuration.



11. The Contractor shall ensure that the resident engineer(s) are present and possess valid ID cards on all working days including Sundays (if required). In case of resident engineer proceeds on leave, alternate arrangements should be made well in advance, and prior intimation should be given to the head of IT. In case of an emergency, the engineer may be required to be deployed on holidays;
12. The Contractor shall not change the engineer(s) without prior approval from the head. Further that the Contractor shall provide a substitute for a deployed engineer, if required by the Employer, within five days of such request.
13. Technical service and a replacement of the part provided by IIMN must be free of cost with no additional cost to IIM Nagpur.
14. The bidder is responsible to resolve any configurational, operational, or upgrade issues during the AMC period by onsite support at Nagpur.



15. Details of IT peripherals are as below:

Sr.no	Item Description	Purchase Year	Total Qty	Units
1	Desktop			
1.1	HP AIO Desktop 20-r012	2015-16	8	Nos
1.2	Dell OptiPlex 3030 AIO	2015-16	2	Nos
1.3	HP 20-r141 in AIO	2015-16	7	Nos
1.4	Dell OptiPlex 3240 AIO	2017-18	11	Nos
1.5	HP 22-b231in AIO	2017-18	15	Nos
1.6	HP AIO 200 G3	2019-20	5	Nos
1.7	Lenovo AIO Desktop A340	2020-21	10	Nos
1.8	HP AIO Pro 200 G4 AIO PC	2021-22	4	Nos
		Total	62	
2	Laptop			
2.1	HP 240 G3 Notebook (i3)	2015-16	3	Nos
2.2	HP Pavilion 13-S102TU X360 (i3)	2015-16	1	Nos
2.3	HP Elite Book x360 1030G2 (i7)	2017-18	1	Nos
2.4	HP 15-BS 541TU (i3)	2017-18	1	Nos
2.5	Dell Vostro 3568 (i3)	2017-18	2	Nos
2.6	HP Omen17-AN009TX (i7)	2018-19	1	Nos
2.7	HP ProBook 440 G5 (i5)	2019-20	4	Nos
2.8	HP ProBook 430 G5 (i7)	2018-19 & 2019-20	27	Nos
2.9	HP ProBook 430 G7 (i7)	2020-21	10	Nos
2.10	Hp laptop ELITE BOOK 830 (G6) (i7)	2020-21	1	Nos
2.11	Lenovo Think book Laptop L14 (i5)	2020-21	3	Nos
2.12	HP ProBook 348 G7 (i7)	2021-22	14	Nos
2.13	HP ProBook 348 G7 (i5)	2021-22	3	Nos
2.14	HP ProBook 348 G7 (i3)	2021-22	4	Nos
		Total	75	
3	Printer			
3.1	HP Office Jet Pro Colour	2015-16	1	Nos
3.2	HP MFP226 DW	2016-17	3	Nos
3.3	Sato Barcode Printer SA408	2016-17	1	Nos
3.4	Canon MF 246 DN	2016-17	1	Nos
3.5	Canon MF 244 DW	2017-18	10	Nos
3.6	Brother MFC L5900 DW	2017-18	3	Nos
3.7	Canon ICMF 633 CDW Colour	2017-18	1	Nos
3.8	HP MFP227 FDW	2017-18 & 2018-19	15	Nos
3.9	Canon IR ADV 6555i (Copier)	2019-20	1	Nos
3.10	Canon ICMF 426 DW	2019-20	8	Nos
3.11	Canon ICMF 445 DW	2020-21 & 2021-22	34	Nos
		Total	78	



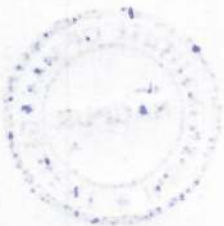
**Part II Price Bid:
Price Bid Statement:**

Annex III

This summary should be enclosed with price bid only (Fill in INR) (including all taxes and other charges) for "Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which includes Desktop, Laptops, and Printers for one year and extendable to three years at IIM Nagpur."

SN	Name of Item	Qty	Unit price (Rs.)	GST/Taxes (Rs.)	Total Price (Rs.)
1	1.a Onsite maintenance service for First year	01			
	1.b Manpower support for First year	02			
2	2.a Onsite maintenance service for Second year	01			
	2.b Manpower support for Second year	02			
3	3.a Onsite maintenance service for Third year	01			
	3.b Manpower support for Third year	02			
4	4.a Onsite maintenance service for Fourth year	01			
	4.b Manpower support for Fourth year	02			
Grand Total (Incl. GST & Taxes) Rs.					
In words (Incl. GST & Taxes) Rs.					

- * The number of onsite manpower support could be increased as per the requirement and analysis done by IT Team at IIM, Nagpur time to time.
- * The quoted price for onsite manpower as per the year will be considered at the time of deployment of new manpower support.



Price Bid Opening criteria:

- Only technically qualified bidders shall be opened in the presence of authorized representatives of bidders & IIMN Officers.
- The bidders have to submit the price bid only as per the price schedule format. Any other format for submission of price bid shall be outrightly rejected without any further reference to the bidders.
- In case if the price bid is found to be tempered/modified in any manner, the tender will be completely rejected and EMD would be forfeited and the bidder is liable to be banned from doing business with IIMN.
- Do not quote a price in the Technical Bid i.e. in Part-I or elsewhere which would lead to the 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 including GST.
- 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.

Certified that I agree to all the terms & conditions of the tender document

Name of the Bidder:	
Address of the Bidder:	
Landline Telephone Number	
Mobile Number	
Email:	
Signature	Designation
Date	Company Seal



Instructions to the Bidder

CONDITIONS OF TENDER

Penalty Clause:

If the Bidder does not abide by the following terms & conditions, the Institute reserves the right to initiate appropriate action (including legal) as deemed necessary unless otherwise specified in any specific terms & conditions.

Note:

Terms & Conditions are subject to change prior to the award of the purchase order.

1. General

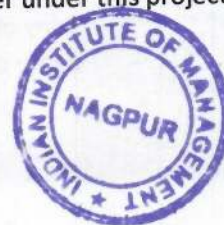
- 1.1 Institute reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof, and shall not be bound to accept the lowest tender.
- 1.2 All documentation is required to be in English. Corrections/overwriting, if unavoidable, should be signed separately. Tender papers must be signed on all the pages by the bidder.
- 1.3 Tender once submitted shall not be returned to the bidder in the future.
- 1.4 The Institute reserves the right not to disclose the names and rates of the successful bidder.
- 1.5 Ambiguity must be avoided in filling tenders. All entries in the tender form must be typewritten or in ink. The quotation must be entered both in figures and in words. All pages of the Techno-commercial bid should be numbered with a running serial number and signed with an office stamp by the bidder. This page number should be used in the compliance sheet.
- 1.6 Tender Form and Schedule to Tender: The bidders are required to fill in the tender form and each page of the tender form must be stamped and signed by the person authorized by the Firm. The full address of the Bidder must be mentioned on the tender forms, failing which the tender may not be considered.
- 1.7 Bidder has to quote for the Total Solution, and services for all the requirements.
- 1.8 The Institute will not be responsible for non-receipt of tender quotations within the specified date and time due to any reason including postal delay or holidays.
- 1.9 AMC Services to be provided to IIM Nagpur, Mihan campus.
- 1.10 All compliances related to manpower should be comply by the vendor.

2. Validity of offer:

Tenders submitted by bidders shall remain valid for a minimum period of 3 (three) months from the date of opening of tenders. The bidders shall not be entitled during the said period of three months, without consent in writing from IIMN, to revoke or cancel their tenders or to change the tenders given or any term thereof. In case of bidders revoking or cancelling their tenders or varying any terms in regard thereof without the consent of IIMN in writing, the earnest money deposited by them with their offers will be forfeited.

3. Limitation of Liability:

Bidder's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence. Bidder shall not, in any event, be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Bidder is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by IIMN on the Bidder under this project.



4. Payment terms:

- 4.1 Payment shall be made in INR.
- 4.2 Payment will be released only on satisfactory services as per the scope of work as certified by the officer in charge of the Institute and after producing the invoice on monthly basis for services.

5. Earnest Money Deposit (EMD) and Security Deposit (SD):

Bidder shall submit EMD of Rs 14,250/- in the form of Demand Draft / Fixed Deposit Receipt / Bank Guarantee in favour of "Director, IIM Nagpur" payable at Nagpur. The EMD is to be submitted in a techno-commercial envelope with the Vendor / Firm's name & address on the backside of DD with a stamp. Bid received without EMD will be summarily rejected. Firms / Vendors registered with the NSIC or MSME or SSI are having exemptions from submission of EMD. Firms / Vendors' registration certificates in the above respect will be essential to claim exemption.

Note:

- The proof of payment including the name of the bank, amount of EMD, date of transfer, UTR No. shall be attached with the Technical bid
- The EMD shall be forfeited if the Bidder withdraws from the tender after opening during the period of tender validity.
- Bids without requisite EMD will be summarily rejected.
- EMD is compulsory for all the Bidders including State Government/Statutory Bodies/Enterprises/Undertakings etc. Bidders may note the fact that their registrations with any other authority do not entitle them for exemption from payment of EMD. MSME & NSIC bidders are exempted from EMD.
- No interest will be paid on this deposit. Any Bid not accompanied by an acceptable EMD and not secured in the prescribed payment mode as indicated herein shall be rejected by IIMN on grounds of being non-responsive.
- Forfeiture of EMD: EMD may be forfeited if the Bidder withdraws its Bid after Bid opening during the period of Bid validity. In the case of a successful Bidder, if the Bidder fails within the specified time limit to –
- Furnish the required **Performance Bank Guarantee (PBG) @10%** of the total cost of the contract shall be furnished by the successful bidder within the period of 30 days from the acceptance of the offer or on the date of completion of work. Work shall not be commenced unless the SD is furnished by the contractor.
- Further, in case of the Bidder, after quoting withdraws from the Bid/refuses/delays in commencing work/stops work abruptly, the EMD/SD, as applicable, will be forfeited.
- Return of EMD: EMD will be returned to the unsuccessful Bidders through RTGS/NEFT after the issue of Work Order to the successful Bidder.
- Successful Bidder: EMD is returned after submission of performance Bank guarantee by the successful bidder.
- No Price or technical conditions or clarification of any sort shall be indicated by the Bidder in the Envelope Otherwise, such bids shall be summarily rejected.

6. Sub-Contracting:

Consortium/sub-contracting of the support work is not allowed in this Bid.

7. Income Tax PAN:

Copy of the PAN issued by the Govt. of India should accompany the tender. The PAN should be in the name of the firm quoting for the work.



8. GST Registration Certificate:

Bidder must submit a copy of the GST registration certificate.

9. Jurisdiction:

All questions, disputes, and/or differences arising under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of Nagpur

10. Termination:

If the service quality or any replacement provided, fails to meet the need or necessary service, IIMN will reserve the right to terminate the contract with one month's notice without assigning any reasons, and Bidder will withdraw their service from IIMN premises with immediate effect.

11. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Institute as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes Terrorist attacks, public unrest in work area Restriction, Freight Embargo provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Institute shall not be liable for delay in performing his/her obligations resulting from any Force Majeure causes as referred to and/or defined above.

GENERAL CONDITIONS OF ANNUAL MAINTENANCE CONTRACT

I. DEFINITIONS

1. In the contract, the General and Special conditions governing it unless the context otherwise requires:
 - (a) 'Acceptance of Tender/ Work order' means the letter to communicate to the Bidder the acceptance of his tender and includes an advance acceptance of his tender.
 - (b) 'Consignee' means where the stores are required by the acceptance of tender to be despatched by rail, road, air or steamer, the person specified in the acceptance of tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person, and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
 - (c) 'Contract' means and includes the invitation to Tender/Purchase Enquiry, the instructions to Bidders, acceptance of tender, general conditions of contract, special conditions of contract, if any particulars, and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Bidder and a formal agreement if executed.
 - (d) 'The Bidder' means the person, firm, or company with whom the order for the supply is placed and shall be deemed to include the Bidder's successors (approved by the Purchaser), representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.
 - (e) 'The Sub-Bidder' means any person, firm, or company from whom the Bidder may obtain any material or fittings to be used in the supply or manufacture of the stores.
 - (f) 'Institute' means Indian Institute of Management Nagpur.
 - (g) 'Material' means anything used in the manufacture or fabrication of the stores.



- (h) The Purchaser' means Indian Institute of Management Nagpur and includes its successors and assigns.
- (i) 'Site' means the place specified in the schedule at which any work is required to be executed by the Bidder under the contract or any other place approved by the Purchaser for the purpose.
- (j) 'Stores' means the goods specified in the Schedule which the Bidder has agreed to supply under the contract.
- (k) Supply Order/Purchase Order' means an order for the supply of stores and includes an order for the performance of service.
- (l) 'Test' means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- (m) 'Contract Price' shall mean the sum accepted or the sum calculated in accordance with the prices accepted by on behalf of the Purchaser.

- 2. Words in the singular include the plural and vice-versa.
- 3. Words importing the masculine gender shall be taken to include the feminine gender and work importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 4. The heading of these conditions shall not affect the interpretation or construction thereof.

II. PARTIES

The parties to the Contract are the Bidder and the Purchaser.

III. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE BIDDER

A person signing the tender or any other document in respect of the contract on behalf of the Bidder without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Bidder. If it is discovered at any time that the person so signing had no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a person and hold a such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

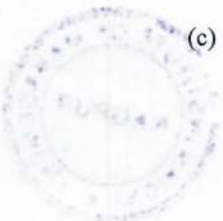
IV. RESPONSIBILITY OF THE BIDDER OR EXECUTING THE CONTRACT

- (a) Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

- (b) Consignee's Right of Rejection

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the bidder or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the schedule of such stores or a part portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

- (c) Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of despatch to the consignee the stores shall be at the purchaser's



risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portion or consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or other so after their delivery to the interim consignee.

- (d) The Bidder shall not, save with the previous consent in writing of the purchaser, subject, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. In the event of the Bidder's subletting or assigning this contract or any part thereof without such permission. The purchaser shall be entitled to cancel the contract, and to purchase the stores elsewhere on the Bidder's account and risk and the Bidder shall be liable for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase.

V. CHANGES IN A FIRM

- (a) On the death or retirement of any partner of the Bidder firm before the complete performance of the contract the purchaser may, at his option cancel the contract and, in such case, the Bidder shall have no claim whatsoever to compensation against the purchaser.
- (b) If the Bidder is not determined as provided in Sub-Clause (i) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the purchaser by Registered post with acknowledgment due.
- (c) The decision of the purchaser as to any matter or thing concerning or arising out of this sub-clause or any question whether the Bidder or any partner of the Bidder firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Bidder.

VI. RECOVERY OF SUMS DUE

- (a) Whenever any claim for the payment of a sum of money arises out of or under the contract against the Bidder, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security if any, deposited by the Bidder, and for the purpose, aforesaid shall be entitled to sell and/or realize securities forming the whole or part of any such security deposit.
- (b) In the event of the security being insufficient, the balance and if not security has been taken from the Bidder, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the Bidder under the contract or any other contract with the purchaser, if such sum even be not sufficient to cover the full amount recoverable the Bidder shall on demand pay to the purchaser the balance remaining due.

VII. INSOLVENCY AND BREACH OF CONTRACT

The purchaser may at any time, by notice in writing, summarily determine the contract without compensation to the Bidder in any of the following events that are to say:

- (a) If the Bidder being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Act.



- (b) If the Bidder being a company is wound up voluntarily or by the order of a court or a Receiver. Liquidator or manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitled the court or Debenture holders to appoint a Receiver, Liquidator or Manager.
- (c) If the Bidder commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any, right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the Bidder shall be liable to pay to the purchaser for any expenditure he is thereby put to and the Bidder shall under no circumstances be entitled to any gain on re-purchase.

VIII. LAWS GOVERNING THE CONTRACT

(a) This contract shall be governed by the Laws of India for the time being in force.

(b) Jurisdiction of Courts:

The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

IX. PENALTY

- The engineer(s) deployed by the Contractor in IIM Nagpur Campus, will have to ensure that all calls are attended within 1 (One) Hour and the upkeep time for repair of any system would be up to two working days (48 hrs). In case of failure to do so, liquidly damages shall be recovered for downtime at the rate of Rs.200/- (Rupees two hundred only) per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged) from the quarterly bills of contractor bills or from Performance Guarantee.
- In case, the Contractor fails to carry out preventive maintenance and cleaning of every machine once in every three months, Liquidated damages at the rate of Rs.200/- per day will be charged: The amount of penalty will be recovered either from the Bank Guarantee/Performance Security of the annual maintenance period or from the payable amount of AMC charges/bills
- In case of a resident engineer is absent or alternate arrangements not made by the Coordinator or any failure in sending the engineer will attract a penalty @Rs.500/- day for a period of absence. The amount of penalty will be recovered either from the Bank
- Guarantee/Performance Security of the annual maintenance period or from the payable amount of AMC charges/bills
- The Contractor shall not change the engineer(s) without prior approval from the Head IT. Further that the Contractor shall provide a substitute for a deployed engineer, if required by the Employer, within five days of such request. Failure to do so may lead to termination of the contract and /or imposition of penalties by the Employer on the Contractor @Rs500 that will not exceed 10% of the total value of the contract.
- The Employer reserves the right to cancel the contract, in case the Contractor is failing to provide services up to the satisfaction level or on security grounds.



WARRANTY FORM

(To be submitted with technical bid)

I/We (hereinafter referred to as "the Contractor") having carefully studied all the documents, specifications, qty, tender, etc. pertaining to the Contract for **Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which include Desktop, Laptops, and Printers for one year and extendable to three years at IIM Nagpur** and site conditions and having undertaken to execute the said works.

I do hereby warrant that:

- 1 The Contractor is familiar with all the requirements of the Contract.
- 2 The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
- 3 The Contractor is satisfied that the work can be performed and completed as required in the Contract.
- 4 The Contractor accepts all risks directly or indirectly connected with the performance of the Contract.
- 5 The Contractor has had no collusion with other Contractors, or with any other person in Institute to execute the said works according to the terms and conditions of the said contract.
- 6 The Contractor has not been influenced by any statement or promise of the Institute or Head IT but only by the Contract Documents.
- 7 The Contractor is financially solvent.
- 8 The Contractor is experienced and competent to perform the Contract to the satisfaction of the Head IT.
- 9 The statements submitted by the Contractor are true.
- 10 The Contractor is familiar with all general and special Laws, Acts, Ordinances, Rules, and Regulations of the Municipals, Districts, State, and Central Government of India that may affect the work, its performance, or personnel employed therein.

For and on behalf of the Contractor

Date:

**(Seal and Sign of the Bidder or
Duly authorized Representative)**



TENDER ACCEPTANCE LETTER**(To be given on Company Letter Head)**

Ref No.

Date:

To,

**Chief Administrative Officer,
IIM Nagpur,**

Plot No. 1, Sector 20, Mihan (Non-Sez) Nagpur – 441108

Sub: Acceptance in respect of Terms & Conditions of Tender document.

Ref: - Tender No. _____ dated:

Name of Work: Tender for Non-comprehensive Annual Maintenance Contract with on-site Manpower Support for IT peripherals which includes desktops, Laptops, and Printers for one year and extendable to three years at IIM Nagpur

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above-mentioned 'Tender/Work' from the Tender Wizard site/ IIM Nagpur Website.
2. I/We hereby certify that I/we have read the complete tender document which shall form part of the contract agreement and I/we shall abide hereby by the content contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration while submitting this acceptance letter.
4. I/We hereby certify that I/we have carefully read 'Scope of Work' and 'Schedule of Quantities & Prices' and ascertained the minimum requirement of nature of the work, manpower, etc. for successful execution of the work.
5. I/ We hereby unconditionally accept all the terms and conditions of the above-mentioned tender document and corrigendum(s) as applicable.
6. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
7. I/ We confirm that before submitting this Bid, I/ We have visited the IIMN site(s) and fully acquainted ourselves with the site conditions and local situation regarding the scope of work, manpower required for inspection and rectification, and all other factors pertaining to the work under this Bid.
8. I/ We confirm that our bid shall be valid up to 3 (three) months from the date of opening of Cover-1, Technical Bid.
9. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures and Forms and additional data etc. furnished herewith are true and correct.
10. I/ We have furnished all information and details necessary for demonstrating our qualifications and have no further prominent information to supply.
11. Until a formal contract is prepared and executed, this bid, together with your notification of award, will constitute a binding contract between us
12. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
13. I/ We certify/confirm that we comply with the eligibility requirements as per Bid documents.

**Seal and Sign of the Bidder
or Duly Authorized Representative**

Name:

Address:



DECLARATION/UNDERTAKING

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/ not applicable to us and our organization falls under the definition of:

- (i) - Micro Enterprise
- (ii) - Small Enterprise
- (iii) - Medium Enterprise.

Please tick in the appropriate option box and attach documents/certificates, if any.

B) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(.....)

**(Seal and Sign of the Bidder or
Duly authorized Representative)**

Note: MSME/MSEs to attached a notarized copy of the Certificate.



CERTIFICATE

This is to certify that I/We am/are not indulge or allow anybody else working in our organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to our notice.

(.....)

**Seal and Sign of the Bidder or
Duly authorized Representative**



DECLARATION BY BIDDER

I/ We, M/s _____ (Name of the bidder) hereby certify that I/

We have not been banned/delisted/ blacklisted/ debarred from business by any PSU/ Govt.

Department during last 03 (Three) years.

(.....)

**(Seal and Sign of the Bidder or
Duly authorized Representative)**



EXPERIENCE & FINANCIAL

ANNEXURE-6

DETAILS 1. EXPERIENCE (SIMILAR NATURE OF WORKS with PO/WO copy)

Clause	Detail of similar works carried out	No. & Date of Work Order/Contract	Final Completion Value of Work Order/Contract	Actual date of Completion (Month & Year)	Name and Complete of address of the customer	Number of Node/ Desktop, Laptop, Printer
Annex I 12 [One similar completed work costing not less than the amount equal to Rs 5 Lakh]						
OR						
Annex I 12 [Two similar completed work costing not less than the amount equal to Rs 2.5 Lakh]						
OR						
Annex I 12 [Three similar completed work costing not less than the amount equal to Rs 1.67 Lakh]						

2. Annual Turnover

The information supplied should be the annual turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, in the last Three (03) financial years

Sr. No.	Financial year	Turnover (Rs. in Lacs)
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	



**Seal and Sign of the Bidder or
Duly Authorized
Representative**

DECLARATIONS

I/ We, M/s (Name of bidder) hereby declare the following:

Sr. No.	Declaration Type	Declaration	Acceptance
A	Declaration for De-Listing	We hereby declare that we have not been banned/de-listed/blacklisted/ debarred from business by any PSU or Govt Department during the last three years	Agree Only
B	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in the tender and Scope of Work and we agree to abide by the same unconditionally.	Agree Only
C	Declaration regarding taxes & duties	1. All applicable taxes & duties including GST (CGST & SGST/UTGST or IGST), Any other taxes etc. on items against tender specification have been included in the price bid. 2. All applicable taxes/duties including GST as applicable and assessed on the Employer have been also included in the prices/ rates, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer.	Agree Only
D	Corrupt, Fraudulent, Collusive, or Coercive Practices	We hereby declare that we are not engaged in any Corrupt, Fraudulent, Collusive, or Coercive Practices.	Agree Only
E	Correctness of bid	We hereby declare that information furnished with Bid is correct in all respect	Agree Only

(.....)

(Seal and Sign of the Bidder or
Duly authorized Representative)



Details of Registration of Bidder

ANNEXURE -8

Sr. No	Particulars	Data
1	Firm Name	
2	Supplier Name	
3	Address of Supplier	
4	Email Address	
5	Mobile no	
6	Phone no	
7	Type of Supplier (tick on the type)	Registered/unregistered/composite/foreign/casual/consumer company
8	GSTIN	
9	TAN	
10	PAN	
11	Name and Designation of the Contact person	
12	Email Address	
13	Mobile no	
14	Phone no	
15	Name of the bank (With full address)	
16	Bank Account Number	
17	Date/year of commencement of business.	
18	Affidavit (for proprietor firm) / copy of partnership deed (for partnership firm)/registration certificate of the firm (for Pvt. Ltd/Public Ltd Co) to be enclosed	



(.....)

(Seal and Sign of the Bidder or Duly Authorized Representative)