



**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**

**(Tender Reference NO.: IIMN/EM&ES/06/2022-23 dated 12-10-2022)**

**Website: [www.iimnagpur.ac.in](http://www.iimnagpur.ac.in)**

**E-Tender Notice**

**Name of Work: Providing and fixing PVC coated chain of link fencing for Basketball & Lawn tennis court at IIM Nagpur**

Issue by

INDIAN INSTITUTE OF MANAGEMENT NAGPUR  
Plot No-01, Sector-20, MIHAN Notified area, Dahegaon  
Khapri (Rly), Nagpur.441108  
[www.iimnagpur.ac.in/tender](http://www.iimnagpur.ac.in/tender)  
Email: adminoffice@iimnagpur.ac.in  
Ph No:07122870354/07122870331

**Last Date of Submission: 02-11-2022 up to 5.00 PM**

**E-tendering guidelines to bidders:**

1	Tender No	<b>IIMN/EM&amp;ES/06 /2022-23 dated 12-10-2022</b>
2	E-Tenderr processing fees payable to KEONICS through e payment mode using credit/debit/Net banking mode	Rs: + GST

- a. Vendors must have Class 2/3 Digital Signature Certificate to participate in the tender (To obtain DSC, please contact KEONICS help desk)

Phone: 08040482113

Email id: [dsc@antaressystems.com](mailto:dsc@antaressystems.com)

Note: If Vendors already having Digital Signature Certificate then no need to buy the digital signature again.

- b. Bidders should register themselves in the website [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders). To activate the user ID and password, kindly pay the Registration fee of Rs. 2,000 plus GST by paying online payment through credit card/Debit card /Net banking in the website.
- c. Tenders –Pre qualification bid and Financial bid should be submitted only through e-Tender portal and obtain the Tender Acknowledgement Token as proof of successful submission.
- d. Tender will not be accepted after the date and time fixed for receipt of tenders as set in Tender notice or subsequent extensions if any.
- e. Relevant documents in proof have to be uploaded wherever required.

Help Desk:

To get in touch with one of our customer service representatives, please refer the help desk numbers provided on the homepage or call the following number:

Bangalore: 080 40482000

- [prabhuswamy@etenderwizard.com](mailto:prabhuswamy@etenderwizard.com)  
[avinashk901@etenderwizard.com](mailto:avinashk901@etenderwizard.com)

Communication Address

**KEONICS Help Desk**

No. 24, 3<sup>rd</sup> stage, 4<sup>th</sup> Block,

Basaveshwaranagar,

Bangalore – 560079

Fax : 080 4048211

### Notice Inviting Tenders and Schedule of Events

Tender No. IIMN/EMES/06/2022-23 Date: 12-10-2022

Online bids are invited under two bid system Tender for **Providing and fixing PVC coated chain of link fencing for Basketball & Lawn tennis court at IIM Nagpur** hereinafter to be referred as “IIMN”). Manual bids will not be accepted.

Bid Downloading Schedule: Tender documents can be downloaded from the IIMN website [www.iimnagpur.ac.in](http://www.iimnagpur.ac.in) and [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders) as per the schedule given in the CRITICAL DATE SHEET under:

#### CRITICAL DATE SHEET

Bid Publishing Date	12-10-2022
Bid Document Download Start Date	12-10-2022
Pre-bid meeting	<b>18/10/2022 on 11.00 A.M at IIM Nagpur</b> (Plot No-01, Sector-20, MIHAN Notified area, Dahegaon Khapri (Rly), Nagpur.441108)
Re-Tendering/Corrigendum (If any)	19/10/2022
Bid Submission Start Date	20/10/2022
Bid Document Download End Date	02/11/2022
Bid Submission End Date	<b>02/11/2022 up to 5.00 PM</b>
Technical Bid Opening Date	03/11/2022 on 11.00 AM
Financial Bid Opening Date	Price Bids of only technically qualified bidders shall be opened later date in the presence of authorized representatives of bidders & IIMN Officers.

#### **Submission:**

Bids shall be submitted online only at [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders)

The tenderer who has downloaded the tender from the IIMN website [www.iimnagpur.ac.in](http://www.iimnagpur.ac.in) and/ OR [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders) shall not **tamper/modify the tender form, including the downloaded price bid template in any manner**. In case the same is found to be tempered/modified in any manner, the tender will be completely rejected and EMD would be forfeited, and the tenderer is liable to be banned from doing business with IIMN.

Intending tenderers are **advised to visit the IIMN website [www.iimnagpur.ac.in](http://www.iimnagpur.ac.in) and [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders) regularly till the closing date of submission** of tender for any corrigendum/addendum/ amendment.

**EMD Payment:** A Bid Security Declaration is to be submitted by the bidder in lieu of EMD. The format (Attached as Annexure B) shall be printed on the bidder's letterhead, signed and stamped by the authorized signatory and upload with the Technical Bid.

**Submission of Tender**

The tender shall be submitted online 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 (scanned copy) duly signed and stamped by the tenderer are to be furnished online on [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders) along with **Technical Bid** as per the tender document:

**Mandatory Bid Documents**

- Particulars of bidders (**Annexure A**)
- Copy of PAN
- Copy of GSTIN registration
- Annexure -B

**Please upload the Annexure with all supporting documents.**

**Eligibility conditions:**

Sr.	Description	Remarks (Documents to be uploaded)
1	The bidder should be in civil construction/civil maintenance/Fabrication work for a minimum period of THREE years as on 31.03.2022. The right to accept the contracting business of the vendor will rest with IIMN.	Please upload the relevant documents as proof that the firm is in business for the period mentioned  (Please upload company incorporation or Relevant documentary evidence). The right to accept the contracting business of the vendor will rest with IIMN.
2	Experience – Bidder should have completed similar work as asked for in the last six years as on 31.03.2022 One work of Rs.20.00 lakh OR Two works of Rs. 9.00lakh	Please upload the client's certificates  (Work completion certificate)
3	The average annual turnover of the firm in the last Four consecutive financial years as of 31.03.2022 (For FY 2018-19,2019-20,2020-21 & 2021-22) shall be minimum Rs: 20 lakh	Please upload Chartered Accountant's certificate/balance sheet

A technical bid shall be opened as per the 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 auto-generated email through e-procurement. The date, time, and location of opening the price bid shall be communicated to the eligible bidders through web notification at [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders)

- The bidders have to e-submit the price bid only as per the price schedule format/template available on [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders). Any other format for e-submission of price bid shall be out rightly rejected without any further reference to the bidders.
- In case the price bid is found to be tempered/modified in any manner, the tender will be completely rejected, 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 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**

Online tenders are invited from bonafide, experienced & reputed contractors of financial standing for the job given below:		
Clause No.	Title	Description
101	Name of work	Providing and fixing PVC Coated chain of link fencing for Basketball & Lawn tennis court at IIM Nagpur
102	Reference no.	IIMN/EMES/06/2022-23 Date: 12-10-2022
103	Details of bidder	Annexure- A is to be filled, duly signed and stamped and upload along with the tender.
104	Tender submission cost	Not Applicable
105	Earnest Money Deposit (EMD)	Annexure- B
106	Contract Period	45 days from the date of issue of the work order OR date of approval by the Engineer in charge (Whichever is later). Extendable for reasons beyond the 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 the award of the contract but before the commencement of work/services. ISD amount is inclusive of EMD to be paid by Demand draft in Faovur of IIM Nagpur. In case of EMD exemption for MSME/ NSIC, ISD amount @5 % of the contract value to be paid on the award of contract but before the commencement of work/services
109	Performance Security Deposit	The successful bidder has to submit a Performance Security Deposit (PSD) @ 3% of the contract value. It should be deposited within two weeks from the date of award of the contract in the form of DD/pay order from a scheduled commercial bank in favour of " <b>Indian Institute of Management Nagpur</b> ". If any amount remains liable to be recovered by IIMN from the bidder or in the event of

		<p>termination of the contract by IIMN on account of breach of any terms and conditions of the contract by the bidder, the PSD shall be invoked by IIMN. IF THE contractor FAILS TO SUBMIT PSD, IT WILL BE DEDUCTED FROM THE FIRST RUNNING ACCOUNT BILL OF THE contractor. INTEREST WILL NOT BE APPLICABLE ON PSD AMOUNT.</p> <p><b>PSD amount will be released after One month from the date of on completion of the contract. INTEREST WILL NOT BE APPLICABLE ON PSD AMOUNT.</b></p>
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 the defect liability period
113	Defect Liability Period	12 months from the completion date 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 to 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 the successful Bidder. IIMN reserves the right to amend the terms & conditions of the contract after Mutual discussions and shall only be in writing.
121	Insurance	The bidders have to take responsibility for their manpower, material & workmen. For any incidental loss, IIM Nagpur will not be held responsible. The successful bidder has to indemnify IIMN for any consequential loss arising out of the negligent act.
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 the 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

		<p>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.</p>
124	Compliance with owners rules and regulations	<p>The Contractor shall comply with all norms stipulated by the Owner such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline &amp; Decency at and Around the work site, Safety Precautions and Safety Regulations.</p>
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 exclusive jurisdiction.</p>



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	The contractor shall abide by the safety code provisions as per the 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 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 afterward 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 a bidder shall remain valid for a period of SIX Months from the date of opening of the 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 rate to the contractor, for which the rates may be valid up to ONE year from the date of issue of Work 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)	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 an item rate contract. The quantities given in the “SCHEDULE OF QUANTITIES” (Part-2, Price Bid) are approximate only and may vary in the 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 fixed for the contract shall remain same throughout the contract period. Actual executed quantities shall be measured and paid. 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 sublet the whole or any part of the contract in any manner. In case of unavoidable circumstances, the contractor shall be able to do it with the approval of the owner of the 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, testing & quality check by IIM-Nagpur	The Owner shall be entitled to inspect and / or test by itself or through any of its representative or a third party independent agency as directed by engineer in charge, 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. The quality should be as be IIM quality standard.
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 and return all furniture, fixture, equipment, and other items made available of IIM Nagpur in good condition after the contractual period is over or if the contract is earlier terminated. Handing over of the vacant possession of the premises and equipment etc. shall be effected within 15 days of the completion of the period of contract or termination of the contract. If the Contractor fails to do so, the Owner shall be free to take possession of the premises by opening lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the Contractor's bill(s) or security deposit, any item found to be missing at the replacement cost of the material/equipment, furniture etc. given to the Contractor by the Owner.
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 crossed-account payee cheques only OR e - payment.
141.1	Advance against material on site	Not Applicable
141.2	Running Account Bills	Running bills will be release upon certification by the Engineer in charge (cursey check) within 15 days of the submission of bill, maximum up to three RA bills.
141.3	Final Bill	Payments will be made within 21 days after submission of bills by the 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 the contract
143	Basic Rates	Basic rates mentioned (if any) in the tender are FOR IIM Nagpur Campus. The 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 that the contractor has to execute which are not covered in the tender, the rates shall be paid based on rate analysis duly certified by an 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> <ol style="list-style-type: none"> <li>failure to proceed with all or any part of the Contract or Contract Work with due diligence,</li> <li>failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.</li> <li>refusal or neglect to make good defective Work or after being instructed to do so by IIMN.</li> <li>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.</li> <li>delay in executing the Contract</li> <li>abandoning the Contract</li> <li>assigning or subletting any part of the Contract Scope of Work without the prior written approval of IIMN;</li> <li>failure to comply with any Applicable Law;</li> </ol> <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>
	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>

		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.
		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.
		The termination of the Contract shall not relieve the contractor of any continuing rights, obligations and liabilities under the Contract.
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 & conditions**

Rate shall be inclusive of all wastages of materials, erection, and fixing to the best workmanship manner.
The actual size installed at the site is to be measured and paid. (No extra payment to be made for wastage of material, lead and lift of material to any floor, and working in add hours)
The rates shall be for all heights & levels and be inclusive of necessary consumables like adhesive screws, nails, magnets, etc. complete. The rate shall include the necessary scaffolding required for this work.
Rates to be inclusive of moving existing furniture where required, placing it again, removing debris, cleaning all finished surfaces of unwanted paint/polish smudges, adhering foreign material, sharp edges, etc.
IIMN will not provide any supporting items like ladders, necessary tools/tackles, or equipment that the contractor needs to bring to the site and keep in a safe place.

**LIST OF APPROVED MAKE OF MATERIALS  
(FOR CIVIL WORKS)**

**Note:** 1. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender, shall be used in the work.

Whenever the specified brand of material is not available then, the Engineer-in-Charge may approve any material equivalent to that specified subject to a definite proof being offered by the Contractor for its equivalence and its non-availability to his satisfaction.

	<b><u>MATERIALS:</u></b>	<b><u>BRAND / MAKE</u></b>
1.	Structural steel section	TATA, SAIL, RINL, Jindal.
2.	Synthetic Enamel Paints	ICI(Dulux),Asian (Apcolite),Berger (Luxol),Nerolac (NST)
3.	Primer	Asian, ICI DuLux, Nerolac
4.	Ordinary Portland Cement	Ambuja, Ultratech, Birla



**Annexure A**

**PARTICULARS OF BIDDER**

SR.NO	DEACRIPTION	
<b>1</b>	Name of the bidder	
<b>A</b>	Trade Name (in Block letters)	
<b>B</b>	Status of the Bidder (Proprietorship/Partnership/LLP/Limited Co.) In Block letters)	
<b>C</b>	Name of Proprietor/Partners/CEO/Directors ( In Block letters)	
<b>2</b>	Postal Address	
<b>3</b>	Telephone No.	
<b>4</b>	E-mail / Website address (if available)	
<b>5</b>	Name of the Banker, Branch Name & address (In Block letters) (For e-payment purpose)	
<b>A</b>	Account no	
<b>B</b>	IFSC code	
<b>6</b>	PAN (upload self-attested photocopy)	
<b>7</b>	GSTIN (GST Registration No.) (Upload 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/EM&ES/06/2022-23 Dated 12-10-2022. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “as per Price Bid”

Signature \_\_\_\_\_

Date\_\_\_\_\_

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



**Annexure B**

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidder's Letter head)

I / We, the authorized signatory of M/s ....., participating in the tender No. IIMN/EM&ES/06/2022-23 Dated 12-10-2022 for "Providing and fixing PVC coated chain of link fencing for Basketball & Lawn tennis court at IIM Nagpur, do hereby declare:

- (i) That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD is being deposited for the said tender.
- (ii) That in the event we withdraw / modify our bid during the period of bid validity or I/we fail to execute formal contract agreement within the given timeline or I/we fail to submit a Performance Security within the given timeline or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD

Then I/we will be suspended from being eligible for bidding / award of all future contract(s) of Indian Institute of Management Nagpur for a period of one year from the date of committing suchbreach.

Signature of Authorized Signatory of bidder .....

Name of Authorized Signatory .....

Company Name .....



## CONTRACT FORM

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2022 between Indian Institute of Management with its office at Indian Institute of Management Nagpur, (hereinafter called the IIMN)

AND

M/s. \_\_\_\_\_, address \_\_\_\_\_ (hereinafter called the contractor). WHEREAS the Institute is desirous to engage the contractor for \_\_\_\_\_ and the Institute has accepted a bid by the Contractor for a sum of Rs. \_\_\_\_\_ (Contract price in words and figures, hereinafter called the Contract Price). Now this agreement witnesses as follows: -

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall deem to form and be read and construed as part of this Agreement viz:
  - a. Complete Tender Document No.: \_\_\_\_\_ dated \_\_\_\_\_
  - b. Notification of award in f/o the contractor, vide work order No.: \_\_\_\_\_
3. In consideration of the payments to be made by the Institute to the contractor, the contractor hereby covenants with the Institute to provide the services in conformity in all respects with the provisions of the Contract.
4. The Institute covenants to pay the contractor in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. It is explicitly agreed that all terms and conditions laid down in the above documents will apply.

In witness whereof the parties hereto have caused this Agreement to be executed.

For and on behalf of the Contractor

For and on behalf of the IIMN

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**Annexure-I**

The average annual turnover of the firm in the last Four consecutive financial years as of 31.03.2022

<b>Sr.no</b>	<b>Year</b>	<b>Annual turnover</b>	<b>Profit &amp; loss</b>
<b>1</b>	2018-19		
<b>2</b>	2019-20		
<b>3</b>	2020-21		
<b>4</b>	2021-22		

**Annexure-II**

**BIDDER'S QUERIES**

SL. NO.	BIDDING DOCUMENT			SUBJECT	BIDDER'S QUERY	OWNER'S REPLY
	PART / VOL.	PAGE NO.	CLAUSE NO.			

NOTE:

Bidder's Queries may be sent by e-mail to [sr\\_officertech@iimnagpur.ac.in](mailto:sr_officertech@iimnagpur.ac.in) / [adminoffice@iimnagpur.ac.in](mailto:adminoffice@iimnagpur.ac.in)

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_