

# INDIAN INSTITUTE OF MANAGEMENT NAGPUR

Website: www.iimnagpur.ac.in

(Tender Reference NO.: IIMN/EM&ES/11/2022-23 dated 21-03-2023)

Name of Work: Decoration work, furniture, Electrical & Flower décor for the 7<sup>th</sup> convocation of IIM Nagpur. (Retender)

## Client CAO

INDIAN INSTITUTE OF MANAGEMENT NAGPUR Plot No-01, Sector-20, MIHAN Notified area, Dahegaon Khapri (Rly), Nagpur.441108 Ph No:07122870354/07122870331

Last date of Submission:28/03/2023 up to 3.00 PM

Name of Bidder:	

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## INDIAN INSTITUTE OF MANAGEMENT NAGPUR

**Tender No.** IIMN/EM&ES/11/2022-23 dated 21-03-2023

### **NOTICE INVITING TENDERS**

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

Name of Work: Decoration work, furniture, Electrical & Flower décor for the 7<sup>th</sup> convocation of IIM Nagpur. (Retender)

Venue for Pre-Convocation and Convocation:

## IIM Nagpur Plot No.1 Sector 20 MIHAN Nagpur - 441108

Bid Downloading Schedule: Tender documents can be downloaded from the IIMN website www.iimn.ac.in/tender

### CRITICAL DATE SHEET

Bid Publishing Date	21-03-2023
Bid Document Download Start Date	21-03-2023
Pre-bid meeting & site visit	24-03-2023 on 11.30 A.M at IIM Nagpur
	(Plot No-01, Sector-20, MIHAN Notified area,
	Dahegaon Khapri (Rly), Nagpur.441108)
Re-Tendering/Corrigendum (If any)	24-03-2023
Bid Submission End Date	28-03-2023 up to 3.00 P.M at Estate
	Maintenance IIM Nagpur (Plot No-01,
	Sector-20, MIHAN Notified area, Dahegaon
	<u> </u>
Pre-qualification Bid Opening Date	Sector-20, MIHAN Notified area, Dahegaon
Pre-qualification Bid Opening Date Financial Bid Opening Date	Sector-20, MIHAN Notified area, Dahegaon Khapri (Rly), Nagpur.441108)
	Sector-20, MIHAN Notified area, Dahegaon Khapri (Rly), Nagpur.441108) 28-03-2023 at 3.30 PM
	Sector-20, MIHAN Notified area, Dahegaon Khapri (Rly), Nagpur.441108) 28-03-2023 at 3.30 PM Price Bids of only technically qualified

## 1. Bid Submission:

The tenderer who has downloaded the tender from the IIMN website <a href="https://www.iimnagpur.ac.in/tender">www.iimnagpur.ac.in/tender</a> 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 the tenderer is liable to be banned from doing business with IIMN.

Intending tenderers are **advised to visit the** IIMN website, <u>www.iimnagpur.ac.in</u>, regularly till the closing date of submission of tender for any corrigendum/addendum/ amendment.

The tender shall be submitted as follows:

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

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

## Part I: Pre-qualification Bid

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

## **Eligibility conditions:**

Sr.	Description	Remarks (Documents to be submitted)
1	The bidder should be in Event management / Decoration work for a minimum period of Three years as of 31-01-2023. The right to accept the contracting business of the vendor will rest with IIMN.	Please attach relevant documents as proof that the firm is in business for the period mentioned.
2	The bidders have experience in successfully completing works during the last seven (07) years.  One similar completed work of aggregate cost not less than Rs. 10 lakh value.  Two similar completed works of aggregate not less than 5 lakh value  Important Note: Similar work shall mean any Pandal /AC dome/ Event f setting up works	Attach a Copy of the work order/work completion certificate.
3	Other documents required to clear PQ criteria  1. PAN.  2. Copy of GST return for last three Financial years (FY – 19-20,20-21,21-22)  3. GST registration.	Please attach copies of the following:

**Note:** Only those bids that meet the above-mentioned minimum criteria will be considered for the price bid

### Part II: Price Bid

The bidders have to submit the price bid only as per the price schedule format/template available on the IIMN portal. Any other format for 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 the price in the Pre-Qualification, Technical bid, or elsewhere it would lead to your bid getting disqualified without any further reference to the bidders.

The prices must include all the applicable taxes and duties, fees, wastages of materials, 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.

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Sealed tenders are invited from bonafide, experienced & reputed contractors of financial standing for the job given below:

	for the job given below:	
Clause	Title	Description
No		
101	Name of work	Decoration work, furniture, Electrical & Flower
		décor for the 7 <sup>th</sup> convocation of IIM Nagpur.
		(Retender)
102	Tender no.	IIMN/EM&ES/11/2022-23 dated 21-03-2023
103	Details of bidder	Annexure- A is to be filled, duly signed and stamped,
		and submitted along with the tender.
104	Tender submission cost	Not applicable
105	Earnest Money Deposit	The bidder will submit a Bid Security Declaration in
	(EMD)	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
		submitted with the PQ & Technical Bid.
106	Contract Period	The work contract must be executed in all respects
		as mentioned in the price bid latest by 7 <sup>th</sup> April 2023
		to make any modification/alteration in time.
		Convocation is scheduled on 8 <sup>th</sup> April 2023 at 9.00
		AM. Failure to complete within the said time may
		result in levying a heavy fine, as decided by the
		Institute.
107	Liquidated Damage	Failure to complete the work in time, the agency is
		liable to be banned from doing business with IIMN.
108	Performance Security	The successful bidder has to submit a Performance
	Deposit	Security Deposit (PSD) of Rs 75,000. It should be
		deposited within two weeks from the date of award
		of the contract in the form of a DD/pay order from a
		scheduled commercial bank in favour of "Indian
		Institute of Management Nagpur". If any amount
		remains liable to be recovered by IIMN from the
		bidder or in the event of 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. PSD amount will be
		released after on completion of the contract.
		INTEREST WILL NOT BE APPLICABLE TO PSD
100		AMOUNT.
109	Running Security Deposit (RSD)	Not applicable
110	Interest in Security	No interest will be paid on any deposit
	Deposit	
111	Release of Performance	PSD amount will be released after on completion of the
	Security Deposit	Work/contract. interest will not apply to the PSD
	, ,	amount

112	Conditional Bids	Conditional bids or Bids based on the process / basic schemes other than those mentioned and/or not conforming to the technical specifications/requirements of the Bidding documents will not be considered.
113	Contract Agreement	Not applicable
114	Insurance	The bidders have to take responsibility for their manpower, material & workmen. For any incidental loss, IIMN will not be held responsible. The successful bidder must indemnify IIMN for any consequential loss arising from the negligent act.
115	Work and risk cost	IIMN 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
116	Compliance with owners' rules and regulations	The Contractor shall comply with all norms stipulated by the Owner, such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and Around the work site, Safety Precautions, and Safety Regulations.
117	Arbitration	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 the 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 exists, 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 the requisite technical expertise to adjudicate such nature of disputes. The decision of the sole arbitrator shall be binding on both parties. Arbitration shall be held in Nagpur, India, and the arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award, which 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

		equally by both parties. The courts in Nagpur shall have exclusive jurisdiction.
118	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.
119	Prices, Taxes & Duties	The Bidder should quote firm prices/ rates inclusive of all material wastages, Transportation & Taxes like Duties, Levies, Personal Tax, Corporate Tax, worker welfare cess, etc. All other expenditures required to be incurred by him/her for providing required electrification 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 GST component is to be shown separately & will be paid extra if applicable. (The contractor will indemnify IIMN against violation of all statutory liabilities, present and future, arising out of this contract.)
120	Bid Validity	The bid submitted by the bidder shall remain valid for a period of THREE Months from the date of opening of the 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 the bid on their own, the offer shall be treated as "REJECTED."
121	Award of similar types of work at the same rates	Upon mutual consent, the client may award another similar type of work on 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.
122	Access to site	The Contractor shall allow unhindered access to IIMN and/or any other party or person, engaged by the IIMN to work at the same site and/or to check/regulate / watch /guard/ measure/inspect, solely or jointly with the Contractor.
123	Rejection of bid(s)	IIMN reserves the right to, at any time and at 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

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124	Quantom of work	This contract is basically an item rate contract. The quantities/Area given in the "BILL OF QUANTITIES" (Part-2, Price Bid) are approximate only and may vary in the actual course of execution. The Contractor is, therefore, advised to quote very carefully. No claim for compensation from the Contractor shall be entertained due to any variation in quantities (irrespective of the quantum of variation) OR deletion of any item. The rates fixed for a particular year shall remain the same throughout the year.
		Actual executed quantities shall be measured and paid.
125	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 unavoidable circumstances, the contractor shall be able to do it with the approval of the owner of premises. However, the job shall be sublet only to the party approved by the owner.
126	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
127	Inspection and testing by IIMN	The Owner shall be entitled to inspect and / or test by itself or through any of its representative or an independent agency.
128	Interpretation	The Special conditions of Contract if any will be read in conjecture with all other documents forming part 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.
129	Payment of Bills	Payments will be made by crossed account payee cheques only OR e - payment.
130	Advance against material on site	Not Applicable
131	Payment Terms	Payment will be made based on the certification of the executive in charge of IIMN on full completion of work. 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 after completion of the work in all respect and successful report received from the concerned Officer.
132	Escalation / De- escalation of rates	Prices/Rates quoted will be firm during the entire duration of the contract

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133	Basic Rates	The basic rates mentioned (if any) in the tender are FOR IIMN Campus. The difference will be paid OR deducted for the payment to the contractor upon submission of documentary proof if otherwise
134	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.
135	Bid format	The bid shall be submitted in order as follows.
135.1	Sealed Envelope - 1	Legible copies of documents mentioned in duly self- attested by the bidder are to be submitted along with the P Q BID documents
135.2		Tender documents as download from IIMN website to be submitted and must be stamped with bidder seal & signature
135.3	Sealed Envelope - 2	Price bid documents issued download from IIMN website to be filled and signed with bidder stamp
136	Force Majeure	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.
137	Taxes, Labour laws, and Other Regulations	The Contractor will be exclusively responsible to meet and comply with all legal requirements related to the work.  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.  Any legal matter or issues and all court matters that arise for this contract are subjected in Nagpur courts jurisdictions only.

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138	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.
139	Mathematical error	The total quoted amount will be declared during the opening of price bids. However, during calculation verification, if there is any error found in the total amount, the agency will be called for clarification. 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, a 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**

- Sufficient personnel should be available for the proper erection of the Stage. Technical
  personnel should also be provided to ensure the safety of erected stage etc., and
  proper electrical connections to be made so as to avoid any hazard due to work
  entrusted with the contractor. All electrical joints must be properly insulated so as to
  avoid any short-circuiting and fire.
- 2. The contractor will be responsible for the transportation of all materials related to them, and IIM Nagpur will make no extra payment on this account.
- 3. The contractor himself will be responsible for the safety and security of his material, and IIM Nagpur will not be responsible for any damage/theft of material of the contractor
- 4. For any emergency situation, the contractor will provide a solution related to his/her work at no extra cost.
- 5. All materials used should be of very high quality. For the material used, which is not of good quality, appropriate deductions will be made from the bill. In case it is found at some stage that the quality supplied/to be supplied is inferior, the contract will be cancelled, and the firm/agency will be blacklisted.
- 6. The structures should be strong enough to withstand thunderstorms, cyclones, and
- All structure materials are to be dismantled and fully removed within one or two days after the programme and the ground is to be cleaned up to the satisfaction of IIM Nagpur
- 8. Necessary cleaning, dressing, and leveling of ground and approach roads to the convocation are to be carried out without extra cost.
- 9. This is an important function of the Institute; timely completion of work and high-quality material is essential. A Committee in this regard may inspect the material to be used before.

- 10. Before quoting the rates, the agency/firm shall be advised to inspect the site and the working conditions thereof.
- 11. The successful bidder shall be responsible for the full execution of the contract and shall not, in any case assign or sublet ordered items or part thereof to any other party. Failure to do so will attract cancellation of the order.
- 12. Any defect found in work carried out by the contractor will have to be rectified free of cost by the contractor.
- 13. The agency/firm should adopt all precautionary/safety measures as necessary in erecting Stages, hangers, tents, fixing lights, coolers, ACs, etc. The Institute shall not be held responsible for any mishappening and loss caused due to the agency's negligence.
- 14. The contractor shall take all necessary precautions to ensure the safety and security of their workmen and shall be responsible for any injury that might occur to person/s and bear all costs towards insurance/treatment/compensation of them. The contractor shall make necessary insurance cover. Further, the contractor shall have to comply with the provisions of all prevailing Labour Laws relating to the work assignment.
- 15. The contractor shall take all necessary precautions to prevent any damage that may cause towards any Convocation venue/Institute's property during the course of execution of the contract, and they will be liable to make good the same at their cost

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### Annexure A

## **PARTICULARS OF BIDDER**

SR.NO	DEACRIPTION	
1	Name of the bidder	
Α	Trade Name (in Block letters)	
В	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	Name of the Banker, Branch Name & address (In Block letters) (For e-payment purpose)	
Α	Account no	
В	IFSC code	
6	PAN (upload self-attested photocopy)	
7	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/11/2022-23 Dated 21-03-2023. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for "as per Price Bid"

	Signature
Date	Official seal of bidder

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# **Annexure B**

(i)

(ii)

# FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD (On Bidder's Letter head)

I / We, the authorized signatory of M/s,
IIM Nagpur (Retender), do hereby declare:  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.  That in the event we withdraw/modify our bid during the
period of bid validity or I/we fail to execute a formal contract

agreement within the given timeline, or I/we fail to submita

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	
Signature of Authorized Signatory of Brader	
Name of Authorized Signatory	
Company Name	
Company Name	

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