



#### INDIAN INSTITUTE OF MANAGEMENT NAGPUR

(Tender Reference NO.: IIMN/EM&ES/08/2023-24 dated 28-06-2023)

Website: www.iimnagpur.ac.in

#### **E-Tender Notice**

Name of Work: "Supply, Installation, testing & commissioning 120 No. of sealed lead acid SMF battery of 12 Volts, Capacity -200 Ah for 250 KVA UPS, at IIM Nagpur MIHAN Campus."

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

Email: <u>irengineerelec@iimnagpur.ac.in</u> Ph No:07122870332/07122870354

Last Date of Online Submission: 24-07-2023 up to 05.00 PM



#### E-tendering guidelines to bidders:

1	Tender No	IIMN/EM&ES/08/2023-24 dated 28-06-2023
2	E-Tenderr processing fees payable to KEONICS through e payment mode using credit/debit/Net banking mode	Rs: 2478 + 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

Note: If Vendors already having Digital Signature Certificates, then there is no

need to buy the digital signature again.

- b. Bidders should register themselves in the website 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 on the website.
- c. Tenders —Pre-qualification bid and Financial bid should be submitted only through the 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 the 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 to the help desk numbers provided on the homepage or call the following number: Bangalore: 080 40482000

 prabhuswamy@etenderwizard.com 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/EM&ES/08/2023-24 Date: 28-06-2023

Online bids are invited under two bid systems Tender for "Supply, Installation, testing & commissioning 120 No. of sealed lead acid SMF battery of 12 Volts, Capacity -200 Ah for 250 KVA UPS, at IIM Nagpur MIHAN Campus." hereinafter to be referred as "IIMN"). Manual bids will not be accepted.

Bid Downloading Schedule: Tender documents can be downloaded from the IIMN website <a href="https://www.iimnagpur.ac.in">www.iimnagpur.ac.in</a> and <a href="https://www.tenderwizard.com/etenders">www.tenderwizard.com/etenders</a> as per the schedule given in the CRITICAL DATE SHEET under:

#### CRITICAL DATE SHEET

Bid Publishing Date	03-07-2023
	05-07-2025
Bid Document Download Start Date	03-07-2023
Pre-bid meeting	12-07-2023 On 11.00 A.M at IIM Nagpur
	(Plot No-01, Sector-20, MIHAN Notified
	area, Dahegaon Khapri (Rly),
	Nagpur.441108)
Re-Tendering/Corrigendum (If any)	13-07-2023
Bid Submission Start Date	14-07-2023
Bid Document Download End Date	24-07-2023
Bid Submission End Date	24-07-2023 up to 5.00 PM
Technical Bid Opening Date	25-07-2023 on 11.30 AM
Financial Bid Opening Date	Will be intimated later

#### **Submission:**

Bids shall be submitted online only at <u>www.tenderwizard.com/etenders</u>

The tenderer who has downloaded the tender from the IIMN website <a href="www.iimnagpur.ac.in">www.iimnagpur.ac.in</a> and/ OR <a href="www.tenderwizard.com/etenders">www.tenderwizard.com/etenders</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> and <u>www.tenderwizard.com/etenders</u> **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 <a href="www.tenderwizard.com/etenders">www.tenderwizard.com/etenders</a> along with **Technical Bid** as per the tender document:

#### **Mandatory Bid Documents**

- Particulars of bidders (Annexure A)
- Copy of PAN
- Copy of GSTIN registration
- Bid Security Declaration (Annexure -B)
- Authorized Distributors / Dealer / OEM valid certificate (Exide/Amaron )
- Work Completion certificate as mentioned in eligibility condition

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

#### **Eligibility conditions:**

Sr.	Description	Remarks (Documents to be uploaded)
1	The bidder should be an Authorized Distributors / Dealer / OEM valid certificate for Exide/Amaron battery make for a minimum period of Five years as on 31.03.2023. 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	The average annual turnover of the firm in the last any three financial years as of 31.03.2022 (For FY,2018-19,2019-20,2020-21 & 2021-22) shall be minimum of Rs: 30 lakhs.	Please upload Chartered Accountant's certificate with UDIN /balance sheet.
3	The bidder should have minimum 5 years' experience in the field of undertaking similar works viz; "Supply, Installation, testing & commissioning of sealed lead acid SMF battery of 12 Volts, Capacity - 200 Ah" and associated similar works for the office buildings/commercial premises/industrial houses.	<ul> <li>a. Two works each costing not less than 10 lakhs.</li> <li>b. One work costing not less than 20 lakhs.</li> <li>(Work Completion certificate)</li> </ul>



Ī	4	Have a s	service	set	up	at	Nagpur	for	Please	upload	relevant	documentary
						evidence	<b>?</b>					

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 <a href="https://www.tenderwizard.com/etenders">www.tenderwizard.com/etenders</a>

- The bidders have to e-submit the price bid only as per the price schedule format/template available on <a href="www.tenderwizard.com/etenders">www.tenderwizard.com/etenders</a>. 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	Title	Description			
No. 101	Name of work	"Supply, Installation, testing & commissioning 120 No. of			
101	Name of work	sealed lead acid SMF battery of 12 Volts, Capacity -200 Ah			
		for 250 KVA UPS, at IIM Nagpur MIHAN Campus."			
102	Reference no.	IIMN/EM&ES/08/2023-24 Date: 28-06-2023			
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	Annexure- B			
103	Deposit (EMD)	Amexare B			
106	Delivery Period	25 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 to be paid by Demand draft in Faovur of IIM Nagpur. IF THE contractor FAILS TO SUBMIT ISD, IT WILL BE DEDUCTED FROM THE FINAL ACCOUNT BILL OF THE contractor. INTEREST WILL NOT BE APPLICABLE ON ISD AMOUNT.			
109	Performance Security Deposit	NA			
110	Interest on	No interest will be paid on any deposit			
	Security Deposit	. , , ,			
111	Release of RSD	Not Applicable			
112	Release of ISD	On completion of the defect liability period			



113	Defect Liability	24 Months from the date of invoice or from the date of
	Period (Warranty)	installation, whichever is earlier.
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 successful Bidder shall bear the cost of stamp paper. 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 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 breech of any such statute ordinance or law/regulations or Bylaws. The Contractor shall not employ child labour. Payment to workers must be according to Minimum wages act.
124	Compliance with owners rules and regulations	The Contractor shall comply with all norms stipulated by the Owner, such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and Around the work site, Safety Precautions, and Safety Regulations.
<b></b>	Arbritation	If any dispute, difference, controversies, or claims of any



	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 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.
Authorization	The courts in Nagpur shall have exclusive jurisdiction.  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.
Safety and	The contractor shall abide by the safety code provisions as
Security	per the safety code framed from time to time by the
,	government.
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
	Safety and Security Prices, Taxes &



129	Bid Validity	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.) Only GST as applicable shall be paid extra over and above the quoted rates  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 a bid at their own, the offer shall be treated as "REJECTED."
130	Award of similar types of work at 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.
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 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
133	Quantom 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 the same throughout the contract period. Actual executed quantities shall be measured and paid. The rates will be applicable to other similar works on 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 the 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 an 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



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		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 the 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 an 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	NA
	material on site	
141.2	Running Account Bills	NA
141.3	Final Bill	Payments will be made within 21 days after the 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	·
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# 146.1 Termination due to Contractor's Default

If the contractor is in default under any of the provisions of this Contract, including but not limited to:

- a. failure to proceed with all or any part of the Contract or Contract Work with due diligence,
- b. failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
- c. refusal or neglect to make good defective Work or after being instructed to do so by IIMN.
- d. going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
- e. delay in executing the Contract
- f. abandoning the Contract
- g. assigning or subletting any part of the Contract Scope of Work without the prior written approval of IIMN;
- h. failure to comply with any Applicable Law;

then, and in any such event and without prejudice to any other rights or remedies that IIMN may have, IIMN may issue the 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.

In case of such termination, the 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.

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.

Such termination will not relieve the contractor of its responsibility to its labourers, suppliers or any other creditors, including IIMN.



	In the event of termination under the above Article, IIMN
	may use all or part of the contractor's drawings, documents, and facilities at the Site, in the performance of
	the Contract Scope of Work, without payment to the contractor otherwise than by the extent such use of
	contractor's items causes a reduction of cost of completing
	the Contract Scope of Work.
Termination for Convenience	IIMN may, in its opinion, terminate for convenience the Contract Scope of Work in whole or in part at any time by
Convenience	written notice to the 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, the contractor shall:
	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;
	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;
	c) Assist IIMN in the maintenance, protection, and
	disposition of Work in progress, plant, tools, equipment, property, and Goods acquired by the contractor or
	furnished by the contractor under this Contract.
	d) Complete performance of the Contract Scope of Work that is not terminated
	Upon any such termination for convenience, IIMN shall
	have no liability towards the contractor for any damages, including loss of anticipated profits. As its sole right and
	remedy, contractor shall be paid for
	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 the date of the receipt
	of the termination notice. All such Scope of Work shall be



b) All amounts due and not previously paid to the 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 the 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.			was nowly much should and be and all accounts. HARAN
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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.  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 the 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."  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			
Contractor of any continuing rights, obligations, and liabilities under the Contract.  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 the 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."  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			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.
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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	146	Exit Clause	schedule mentioned at clause No.106, and on failing to do so, the vendor shall be notified on the 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
In the second se	147	Force Majeure	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
148 Taxes, Labour The Contractor will be exclusively responsible to meet and	148	Taxes, Labour	The Contractor will be exclusively responsible to meet and



148.1	laws and Other	comply with all legal requirements related to the work.
148.2	regulations	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 Evauation	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.

#### **General Terms and Conditions**

1. Packing & Forwarding, Unloading, Freight & Insurance to be considered by bidder before quoting the rates. No separate charges will be paid in addition.

Warranty/Defect Liability period: The battery supplied shall be under warranty against all types of defects for a minimum period of 24 months from the date of handing over. Any defects in the same found within the warranty period, shall be rectified/ replaced with same make and rating by the tenderer without any additional cost. During the warranty period the faulty batteries shall be replaced by the Tenderer after lodging the complaint over telephone /email/fax without any charges.



**Battery Health checkup** – Tenderer shall arrange to check physical condition, checking of all technical parameters of all supplied Batteries during warranty period on quarterly period in all respect with out any shut down. With prior notice required tests including measurements of IR value shall be carried out with the help of calibrated meter. A detailed report shall be submitted to IIM Nagpur's Engineer. The charges for the testing of parameters etc. shall be free and without any charges. However, charges for the same may be considered in the basic cost of the battery while submission of offer.

## TECHNICAL SPECIFICATION Scope of work and Approved makes od Batteries

#### Features & Description:

- **Sealed Maintenance Free:** No need for checking Electrolyte level and topping throughout its life. Sealed construction Ensures no leakage of Electrolyte from Terminal or casing.
- Free from Orientation Constraints: The sealed construction with immobilised Electrolyte allows the battery to be installed in any position, horizontal, vertical, sideways- without any effect on its performance.
- **Eco Friendly:** The unique gas recombination Technology effectively nullifies generation of gas during normal use. It is totally Eco friendly, Ensuring clean and safe environment.
- Minimal Voltage Drop: Since battery emits no gases or fumes, it can be placed adjacent to the UPS system or other electronic equipment, ensuring minimal voltage drop between battery and equipment.
- Easy Handling Easy Installation: Light weight and compact. Modular construction, easy to install and easy to connect and commission.
- Ready to Use: Available in fully (factory) charged condition.
- Charge Retention & Recovery: Excellent charge retention and recovery ability due to special design of plates and separators with an absolutely balanced electrolyte.
- Superior High Rate Discharge: Very low internal resistance and very high electrolyteactive material reactive interface- allows very high currents for short and medium duration.
- **High Reliability:** Tough construction and heavy-Duty Design with superior corrosion resistant lead calcium tin alloy.

#### SPECIFICATIONS CHART - SMF battery of 12 Volts, Capacity -200 Ah

Type of battery	Dimensions (mm)				Wight +/- 5 % (Kg)
SMF/Sealed lead acid					
battery	Overal height	height upto lid	length	width	
200 Ah-12 V	250-265	240-250	530-560	180-250	64.8



**WARRANTY OF PRODUCT**: SMF Battery, 24 Months from the date of invoice or from the date of installation, whichever is earlier.

#### Approved Make: -

- 1. Exide
- 2. Amaron

#### Details of offered make and service set up of the firm

Make Offered by the contractor

Accepted the specifications and agreed to carry out the work as specified in the tender. The details of battery, opted for supply is as given below.

- a. Make of the battery:
- b. Model No:
- c. Capacity:

#### **Details of Service Setup at Nagpur: -**

1	Address	
2	Telephone numbers	
3	Email address	
4	Mobile No of contact person	

- 1. Please specifically indicate the details of the office as above, from where the service for the proposed system at Nagpur will be offered.
- 2. Please attach additional sheet wherever required.



#### **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)	
С	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/08/2023-24 Dated 28-06-2023 Accordingly, I/ we accept the terms and conditions and hereby offer the rates for "as per Price Bid"

	Signature
Date	Official seal of bidder



#### **Annexure B**

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

participating in testing & comm	tender No. IIMN/EM&ES/08/2023-2	24 Dated 28-06-2023 for "Supply, Installation, acid SMF battery of 12 Volts, Capacity -200 Ah" do hereby declare:	
(i)	That I/we have availed the b	penefit of waiver of EMD while	
	submitting our offer against th	e subject tender, and no EMD is	
	being deposited for the said ten	der.	
(ii) 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			
	we fail to submit a Performance		
	Security within the given timeline or I/we commit any breach of		
	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 fo			
	one year from the date of comm	itting suchbreach.	
Signature	of Authorized Signatory of bidder		
Name of A	authorized Signatory		
Company	Name		



#### **CONTRACT FORM**

	day of, 2023, between the Indian Institute Institute of Management Nagpur (hereinafter called the		
AND			
Institute is desirous to engage the cont Institute has accepted a bid by the Cor	(hereinafter called the contractor). WHEREAS the ractor for and the stractor for a sum of Rs (Contract price in the Contract Price). Now this agreement witnesses as		
1. In this Agreement, words and expra assigned to them in the Conditions of C	essions shall have the same meaning as are respectively ontract referred to.		
Agreement viz:  a. Complete Tender Do  b. Notification of award	em to form and be read and construed as part of this cument No.: dated din f/o the contractor, vide work order No.:		
	s to be made by the Institute to the contractor, the Institute to provide the services in conformity in all tract.		
	contractor in consideration of the services, the Contract ne payable under the provisions of the Contract at the the Contract.		
apply.	s and conditions laid down in the above documents will 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

Sr.no	Year	Annual turnover
1.	2018-19	
2.	2019-20	
3.	2020-21	
4.	2021-22	



#### Annexure-II

### **BIDDER'S QUERIES**

COMPANY SEAL

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

NOTE:	
Bidder's Queries may be sen jrengineerelec@iimnagpur.a	t by e-mail to sr_officertech@iimnagpur.ac.in. /
SIGNATURE OF BIDDER	<u>:</u>
NAME OF BIDDER	: