



IIM NAGPUR

**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**

**(Tender Reference NO.: IIMN/EMES/10/2023-24 dated 24-07-2023)**

**Name of Work: Rate Contract for Refilling of Fire Extinguishers for IIM Nagpur.**

**Client**

CAO

INDIAN INSTITUTE OF MANAGEMENT NAGPUR

Plot No-01, Sector-20, MIHAN Notified area,

Dahegaon Khapri (Rly), Nagpur.441108

Ph No:07122870354/07122870337

Last date of Submission: 16-08-2023 up to 03:00 PM

Name of Bidder: \_\_\_\_\_

**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**  
**Tender No. IIMN/EMES/10/2023-24 Date: 24-07-2023**

**NOTICE INVITING TENDERS**

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

**Name of Work:** Rate contract for Refilling of Fire Extinguishers for IIM Nagpur.

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

CRITICAL DATE SHEET

Issue of the bid Document	The tender documents can be downloaded by the bidder from IIM Nagpur website from <b>24-07-2023</b> <a href="https://www.iimnagpur.ac.in/tenders">https://www.iimnagpur.ac.in/tenders</a>
Pre - Bid meeting followed by site visit	01-08-2023 at 03:00 PM at IIM Nagpur, MIHAN Campus.
Re-Tendering/Corrigendum (If any)	03-08-2023
Submission of Bid Documents	Last submission by 16-08-2023 up to 03:00 PM, IIM Nagpur (Plot No-01, Sector-20, MIHAN Notified area, Dahegaon Khapri (Rly), Nagpur.441108)
Technical Bid Opening date	<b>PART-I</b> i.e. Pre-Qualification bid shall be opened on <b>16-08-2023 at 03:30 P.M.</b> in the presence of authorized representatives of bidders & IIMN Officers.
Financial Bid Opening date	Price Bid of only technically qualified bidders shall be opened on same day or at later date in presence of authorized representatives of bidders & IIMN Officers.

**2. Bid Submission:**

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

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

Envelope - 1	Annexure documents and Mandatory and Pre-qualification Bid document, Tender document signed and stamped on each page.
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Envelope - 2	<p>All information related to prices in the format given in price bid document. Original Price Bid document signed and stamped on each page shall be submitted. The bidder has to fill the price in the Price bid format downloaded from IIMN website only.</p> <p>The prices shall be filled both in figures and in words and the total amount shall be calculated and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorised signatory.</p>
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The tender shall be submitted in two parts, viz., technical bid and price bid. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

### Part I: Technical Bid

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

#### Mandatory Bid Documents

- Particulars of bidders (**Annexure B**)
- Copy of PAN
- Copy of GSTIN registration
- Proof of atleast 2 satisfactory performance certificates/work completion certificate from the client of minimum value Rs. 50,000/- each in last 3 years.
- Registration/License of the firm from Maharashtra Fire Services
- Proof of average annual turnover of the firm during last 3 financial years (2020-2023) which should be atleast 5 lakhs (Rupees Five Lakhs only).
- The tender must have its registered office & representative of the firm located at Nagpur.

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

#### Eligibility conditions (Pre-qualification):

Sr.no	Description	Remarks (Documents to be attached)
1	The bidder shall have experience of similar work for atleast 2 works of value minimum Rs. 50,000/- each in last 3 years in Govt./PSU/Autonomous /Local Govt./ Reputed Private organizations.	Please attach satisfactory performance certificates/work completion certificate from clients. <b>(Work order issued by client will not be considered)</b>
2	Average Annual turnover of the firm during last 3 financial years (2020-2023) as on 31.03.2023 should be atleast Rs. 5 lakhs.	Profit & Loss statement of last 3 financial years/ Audited balance sheet of the firm by chartered accountant during the last 3 financial years

3	<b>Registration/License of the firm/agency/ company/sole proprietor/partnership firm from the Maharashtra Fire Services to carry out business in relevant area.</b>	<b>Attach relevant document</b>
4	The tenderer must have its office/branch/ sales & support team located in Nagpur. Address Proof for the office / branch is to be submitted	(Please attached relevant documentary evidences).

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

### Part II: Price Bid

Price Bid of only technically qualified bidders shall be opened at later date in presence of authorized representatives of bidders & IIMN Officers. Technically qualified bidders shall be intimated by web notification and or email. The date, time and location of opening the price bid shall be uploaded on website.

- **The bidder shall quote the unit rates for refilling of each fire extinguisher cylinder and spares, however the same rates shall be applicable for extended period of contract (if applicable).**
- The rates quoted shall remain firm throughout the tenure of the contract as well as in case of extension of contract and no revision is permissible for any reason.
- In case if the price bid is found to be tempered/modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with IIMN.
- Do not quote price in the Technical Bid i.e. in Part-I or elsewhere which would lead to bid getting disqualified without any further reference to the bidders.
- The prices must include all the applicable taxes and duties, fees and any other charges except GST. GST component if applicable to be shown separately and will be paid extra, if applicable.
- IIMN reserves the right to negotiate the quoted price with the successful bidder.

**Annexure-A**

<b>Part - 1 Technical bid</b>		
Sealed tenders are invited from bonafide, experienced & reputed contractors of financial standing for the job given below:		
Clause No.	Title	Description
101	Name of work	Rate contract for refilling of fire extinguishers for IIM Nagpur MIHAN Campus.
102	Reference no.	IIMN/EMES/10/2023-24 Date: 24-07-2023
103	Details of bidder	Annexure- B is to be filled, duly signed and stamped and submitted along with the tender.
104	Contract Period	The rate contract will be for 1-year period. Further extension for a period of 1 year on reviewing of the work performance.
105	Initial Security Deposit (ISD)	Initial security deposit (ISD) of <b>Rs. 25,000/-</b> to be paid on award of contract but before the commencement of service. ISD amount is to be paid by Demand Draft in Favour of IIM Nagpur.
106	Interest on Security Deposit	No interest will be paid on any deposit
107	Release of RSD	Not Applicable
108	Release of ISD	On completion of contract period.
109	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.
110	Contract Agreement	IF REQUIRED BY Indian Institute of Management Nagpur (hereinafter to be referred as IIMN), the successful Bidder has to execute a contract Agreement with IIMN on the non-judicial stamp paper of Rs.100/- (Rupees One hundred only). The cost of stamp paper shall be borne by successful Bidder. IIMN reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be in writing.
111	Work and risk cost	The Institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
112	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, GST,

		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.
113	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.
114	Arbitration	All disputes regarding quality, specifications and rates shall be tried to be settled mutually by making references to conditions of contract documents or prevailing local practices, etc., but if not settled mutually, shall be referred to arbitration subject to relevant Arbitration and Conciliation Act 1996. and its amendments, modifications to-date. Arbitration cost to be shared equally by the owner and the contractor.
115	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.
116	Safety and Security	Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.
117	Prices, Taxes & Duties	The Bidder should quote firm prices/ rates inclusive of all Taxes like GST Tax, 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 afterwards 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>
118	Bid Validity	The bid submitted by bidder shall remain valid for a period of THREE Months from the date of opening of 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."
119	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 two year from the date of issue of Work Order.

120	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.
121	Rejection of bid(s)	The Owner reserves the right to reject any or all the tenders relating to the work under this Tender Document without assigning any reason whatsoever.
122	Assignment and sub-contracting	The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of on unavoidable circumstances, the contractor shall be able to do it with approval of the owner of premises. However, the job shall be sublet only to the party approved by the owner.
123	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.
124	Payment of Bills	Payments will be made by crossed account payee cheques only OR e - payment.
124.1	Advance against material on site	Not Applicable
124.2	Running Account Bills	NA
124.3	Payment Clause	Payments will be made after submission of TAX invoice provided the invoice is complete and duly authenticated by the Owner of the firm after completion of the work in all respect.
125	Rate validity	Rates shall be valid for two years from the prescribed date.
126	Method of Measurement	No of Fire extinguishers at site to be refilled along with replacement of defective spares (if required) and paid.
127	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.
128	Taxes, Labour laws and Other regulations	The Contractor will be exclusively responsible to meet and comply with all legal requirements related to the work.
128.1		
128.2		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.
128.3		Any legal matter or issues arise, and all court matters if arise for this contract are subjected in Nagpur courts jurisdictions only.
129	System of Bid Evaluation	Price BID of only those bidders who qualify in Technical bid will be opened at a subsequent date.
130	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.
131	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.



### Scope of Work

1. The tentative capacity of fire extinguishers installed at IIM Nagpur are mentioned below:

S. No.	Description of Items	Capacity
1.	SAFEX make ABC Dry Chemical powder (MAP 50%) Stored Pressure Type Fire extinguisher	6 kg
2.	SAFEX make Water type (Stored pressure Type) Fire extinguisher	9 Ltrs
3.	SAFEX make CO <sub>2</sub> type Fire extinguisher	4.5 kg
4.	SAFE PRO make ABC Dry Chemical powder (MAP 50%) Stored Pressure Type Fire extinguisher	4 kg
5.	SAFE PRO make CO <sub>2</sub> type Fire extinguisher	4.5 kg
6.	LIFE GUARD make CO <sub>2</sub> type Fire extinguisher	4.5 kg

**Note: The capacity and make of Fire Extinguishers may vary and the payment for refilling of extinguishers other than the mentioned in scope of work will be done on actual rates.**

#### 2. Other Terms & Conditions:

- 1) The rate contract for refilling of fire extinguishers will be valid for 1 year which is further extendable to next 1 year on the basis of satisfactory performance on same rates and other terms & conditions. The work performance of vendor will be reviewed every year and in case of unsatisfactory services, IIMN have the right to terminate the contract during agreement period.
- 2) **The work consists of the rate contract for refilling of fire extinguishers located at IIMN along with replacement of defective spares. All Equipment, tools, manpower, transport etc. will be provided by vendor.**
- 3) **Order for refilling/testing shall be placed to the vendor on actual requirement basis during the course of contract.**
- 4) The Engineer/Technician/workmen of vendor shall visit IIMN and carryout cylinders at their own cost.
- 5) The vendor shall be responsible for any damage of cylinder or any damages caused to IIM property by him or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
- 6) The vendor will maintain a data log sheet of all fire extinguishers like details of location, type and capacity, date of refilling and next due date etc.
- 7) **The vendor will strictly follow the periodicity for refilling of fire extinguishers and detail of refilling of fire extinguisher on sticker and will be display on fire extinguishers. Moreover, vendor must issue certificate of refilling on firm's letterhead after refilling of fire extinguishers every time.**
- 8) If any parts/spares required to replace (including spares mentioned in price bid), properly check and listed out spares required and the prior approval must be taken from IIM Engineer Incharge before replacement of spares.

- 9) All fire extinguishers should be discharged/emptied at the site before being taken to the workshop for refilling. While discharging the Fire extinguishers at the Office/building, the demonstration of operation of the fire extinguisher will be given to staff members/security guards.
- 10) All fire extinguishers, refills and spare parts must conform to performance and other specifications as laid down in IS 15683:2018 and any other relevant IS specifications amended from time to time by BIS.
- 11) Fire extinguishers taken for refilling must be refilled and returned within 5 days to the IIMN.
- 12) **If the fire extinguishers to be refilled are higher in number then standby fire extinguishers of appropriate capacity & nos. shall be provided to the desired location before taking out discharged/empty fire extinguishers for refilling.**
- 13) The vendor should check and ensure that the pressure gauge indicator for ABC & Water type is in operating range. The CO<sub>2</sub> fire extinguisher shall be weighed at site after refilling.
- 14) If the vendor is unable to return the fire extinguishers after refilling within 1 week, penalty upto 5% of the refilling cost per week of delay may be levied by the IIMN. Repeated violations may result in termination of the contract and forfeiture of the Security Deposit.
- 15) The bidder may inspect the site before quoting the rates.
- 16) The name of bidding firm and the name of firm mentioned on license/registration issued from Maharashtra Fire Service shall be same, the partnership firm or other firm is not allowed to participate in place of licensed firm.

## Annexure B

**PARTICULARS OF BIDDER**

SR.NO	DEACRIPTION	
1	Name of the bidder	
A	Trade Name (in Block letters)	
B	Status of the Bidder (Proprietorship/Partnership/LLP/Limited Co.) (In Block letters)	
C	Name of Proprietor/Partners/CEO/Directors (In Block letters)	
2	Postal Address	
3	Telephone No.	
4	E-mail / Website address (if available)	
5	Name of the Banker, Branch Name & address (In Block letters) (For e-payment purpose)	
6	PAN (Enclose self-attested photocopy)	
7	GSTIN (GST Registration No.) (Enclose 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/EMES/10/2023-24 Date: 24-07-2023. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “Rate Contract for refilling of Fire Extinguishers for IIM Nagpur” at IIM Nagpur MIHAN Campus as per Price Bid.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

**Annexure - C**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,  
IIM Nagpur,  
MIHAN Campus,  
Plot no-1, Sector 20  
Mihan Notified Area  
Dahegaon, Nagpur-441108

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://www.iimnagpur.ac.in/tenders>

Name of Tender / Work: \_\_\_\_\_  
as per your advertisement, given in the above-mentioned website(s).

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your IIMN too have also been taken into consideration, while submitting this acceptance letter.
3. We have not tamper/modify downloaded price bid template from <https://www.iimnagpur.ac.in/tenders> in any manner.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking and there has been no litigation with any Government department on account of this services.
5. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

Bidder is required to fill-up this checklist which is as follows:

Sr.no	Item Description	Details of Certification Enclosed YES/NO	Bid Reference
1	PAN		
2	GST Registration		
3	Particulars of bidders <b>(Annex - B)</b>		
4	Tender acceptance letter <b>(Annex - C)</b>		
5	Initial Security Deposit of Rs. 25,000/- in form of DD in favour of IIM Nagpur		
5	The service provider shall have valid license/registration in prescribed format issued through Maharashtra Fire Services.		
6	Bidder should have completed atleast 02 similar work of minimum value Rs. 50,000/ each in Govt./PSU/reputed private firm in last three years (2020-2023) as on date of this tender publication.		
7	Average Annual turnover of the firm during last 3 financial years (2020-2023) as on 31.03.2023 should be atleast Rs. 5 lakhs.		
8	The tenderer must have its office/branch/ sales & support team located in Nagpur. Address Proof for the office / branch is to be submitted		

**Annexure-D****BIDDER'S QUERIES**

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

NOTE:

Bidder's Queries may be sent by e-mail to [jengineer-mep@iimnagpur.ac.in](mailto:jengineer-mep@iimnagpur.ac.in)

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

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

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