

Reference no: IIMN/CAO/10/2018-19 dated 30/07/2018



**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**

VNIT CAMPUS SOUTH AMABAZARI ROAD, NAGPUR-440010

Indian Institute of Management Nagpur invites proposals for the work mentioned below

**TENDER DOCUMENT (Part-I)**

**Providing and fixing Vitrified tiles at Stilt parking of Building A at IIM Nagpur**

**Name of Bidder: -----**

**Last Date of Submission:10/08/2018 up to 3.00 P.M**

Client

CAO

Indian Institute of Management Nagpur – 440010

Email: procure@iimnagpur.ac.in

Phone no:07127102360/2381

**Notice inviting Tender and schedule of Events**  
**Part - 1 Pre-Qualification**

| Sealed tenders are invited from bonafide, experienced & reputed contractors of financial standing for the job given below: |                                |   |
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| Clause No.   | Title                          | Description   |
| 101  | Name of work                   | Providing and fixing Vitrified tiles at Stilt parking of Building A at IIM Nagpur   |
| 102  | Reference no.                  | IIMN/CAO/10/2018-19 dated 30/07/2018  |
| 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 (EMD)    | Not Applicable  |
| 106  | Contract Period                | 20 days from the date of issue of work order OR date of approval by Engineer in charge (Whichever is later). Extendable for the reasons beyond 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 5% of the Contract Value to be deducted from final bill  |
| 109  | Running Security Deposit (RSD) | Not Applicable  |
| 110  | Interest on Security Deposit   | Not Applicable  |
| 111  | Release of RSD                 | Not Applicable  |
| 112  | Release of ISD                 | After completion of defect liability period.  |
| 113  | Defect Liability Period        | 12 months from the date of completion of the work certified by IIMN Engineer- in -charge.   |
| 114  | Issue of the bid Document      | To be issued from IIM Nagpur office, from 02/08/2018 to 09/08/2018 up to 5.00 P.M The tender documents shall also can be downloaded by the bidder. Downloaded version can also be submitted by the bidders. However if any of the   |

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|     |  | dispute arises concerning the text of the tender document in the download version the hard copy available at IIM Nagpur office would be treated as the authentic one and shall prevail for all purposes. <b>Any change in the tender document and important notifications will be notified in the website.</b> So the bidder are requested to keep a close watch on the website on regular basis till the award of the work.   |
| 115 | Pre - Bid meeting followed by site visit | Not Applicable   |
| 116 | Submission of Bid Documents              | Last submission By <b>3.00 pm on 10/08/2018 Estate office IIM Nagpur, VNIT Campus, South Ambazari Road Nagpur-440010</b>   |
| 117 | Opening of Bids                          | <b>PART-I</b> i.e. Pre-Qualification bid shall be opened on 10/08/2018 at 3.30 P.M in the presence of authorized attending representatives of contractors.<br><b>Part-II</b> (Price Bid) of the Pre-qualified bidders shall be opened at the same day or later date.   |
| 118 | Essential Technical Requirement          | The bidder must have all statutory registrations like 1)PAN , GST is Mandatory.2)PF, ESIC, etc. is required if applicable.   |
| 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 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. |
| 121 | Insurance                                | The bidders have to take the responsibility of its 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  |

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|     |  | the progress in respect of 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, GST, 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. |
| 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.   |
| 125 | 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.  |
| 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                          | Contractor shall abide by the safety code provisions as per 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 Service Tax, Vat, 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   |

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|     |   | indemnify of IIM-Nagpur against all statutory liabilities present and future, arising out this contract.)   |
| 129 | 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."   |
| 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 rates 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)                         | 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.  |
| 133 | Quantom of work                             | This contract is basically an item rate contract. The quantities given in the "BILL OF QUANTITIES" (Part-2, Price Bid) are approximate only and may vary in actual course of execution in a range of +/- 5% to +/- 10 %. as the case may be. 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 same through the year. Actual executed quantities shall be measured and paid. |
| 134 | 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.  |
| 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.  |

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| 136   | Inspection and testing by IIM-Nagpur | The Owner shall be entitled to inspect and / or test by itself or through any of its representative or an independent agency 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.   |
| 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 on behalf of IIM-Ahmedabad and return all furniture, fixture, equipment, and other items made available by IIM-Ahmedabad on behalf 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                | Not Applicable   |

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| 141.3 | Final Bill                          | Payments will be made within 50 days of submission of bills provided the bills are complete and duly authenticated by the specified Officer(s) of the Owner or Architect 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 contract  |
| 143   | Basic Rates                         | Basic rates mentioned (if any) in the tender are FOR IIM Nagpur Campus. 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 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 Service tax as applicable   |
| 145   | Method of Measurement               | P-1 = Actual length / area / volume / weight to be measured and paid. P-2 = As per I S Code of measurement for civil works unless specified otherwise in respective item.  |
| 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." |

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| 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.   |
| 149   | Pre-qualification requirements           | Agency to submit the documentary proof in support for the eligibility criteria mentioned below. A simple undertaking by the agency for any of the above points shall not be considered for evaluation   |
| 149.1 |  | The applicant should be in good quality Civil/maintenance works for a minimum period of TWO years as on 31.03.2017. (Please attached company incorporation or Relevant documentary evidences). The right to accept the contracting business of the vendor will rest with IIMN   |
| 149.2 |  | The applicant must have GST registration and PAN No as applicable to this contract from time to time(Please submit self-attested copies of relevant documents)  |
| 150   | Bid format                               | The bid shall be submitted in order as follows.   |
|       | Sealed Envelope -                        | Legible copies of documents mentioned in 149.1 & 149.2  |



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|     | 1                        | <p>duly self-attested by bidder to be submitted along with the P Q BID documents</p> <p>PQ documents as issued from IIMN office or download from IIMN website to be submitted and must be stamp with bidder seal &amp; signature</p> <p>Relevant experience certifications as per PQ criteria</p> <p>Copy of Service tax registration, Sales tax/ VAT registration and PAN no.</p> <p>Any other information bidder would like to attach.</p>   |
|     | Sealed Envelope - 2      | Price bid documents issued from IIMN office or download from IIMN website to be filled and signed with bidder stamp  |
| 151 | System of Bid Evaluation | Price BID of only those bidders who qualify in Pre-qualification process will be opened at a subsequent date.  |
| 152 | Precedence Clause:       | In the case of any ambiguity in interpretation, the Price bid will supersede the Pre-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. |

**Annexure A****PARTICULARS OF BIDDER**

| <b>SR.NO</b> | <b>DEACRIPTION</b>  |  |
|--------------|---|--|
| <b>1</b>     | Name of the bidder  |  |
| <b>A</b>     | Trade Name (in Block letters)   |  |
| <b>B</b>     | Status of the Bidder<br>(Proprietorship/Partnership/LLP/Limited Co.)<br>In Block letters) |  |
| <b>C</b>     | Name of Proprietor/Partners/CEO/Directors<br>( In Block letters)                          |  |
| <b>2</b>     | Postal Address  |  |
| <b>3</b>     | Telephone No.   |  |
| <b>4</b>     | E-mail / Website address (if available)   |  |
| <b>6</b>     | Name of the Banker, Branch Name & address<br>(In Block letters) (For e-payment purpose)   |  |
| <b>7</b>     | PAN (Enclose self-attested photocopy)   |  |
| <b>8</b>     | GSTIN (GST Registration No.) (If applicable)<br>(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/CAO/10/2018-19 dated 30-07-2018 Accordingly, I/ we accept the terms and conditions and hereby offer the rates for "Providing and fixing Vitrified tiles at Stilt parking of Building A at IIM Nagpur as per Price Bid

Signature \_\_\_\_\_

Date\_\_\_\_\_

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