



REQUEST FOR PROPOSAL

INDIAN INSTITUTE OF MANAGEMENT ROHTAK
Sunaria Village, Rohtak – 124010, Haryana) Phone: 01262-228521

Tender Enquiry

For

Invitation of Bids for “Maintenance and Repairing of Water Supply System” (Title of RFP) No. IIM-R/Civil/K-81 T dated 19/05/2020.

Last date and time for depositing the sealed Bids: 28//05/2020/14:00 Hrs.
(IST)

(The Tender document is to be submitted duly filled and signed using same color ink on all pages by Auth. Signatory/Proprietor with official seal stamped on each pages)

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Chief Engineer (Civil)
Kailash Pati Mishra

Brief description of Proposal

1. Bids (Offline) in sealed cover (in single bid system) are invited for **Maintenance and Repairing of Water Supply System** Under which the competent seller/Contractor/service provider shall supply/install/commission and maintain the ordered/contracted items/services at New Campus of IIM Rohtak, (NH-10, Sunaria Village, and Rohtak) or any other locations as decided by the Institute as per the details listed in Part III of this RFP. Please super scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

Summary of important dates and details

Sl.	Information	Dates
1	Date of Publishing/Hosting of Tender	19 /05/2020
2	Estimate cost of Tender	Rs 6,17,124.00
3.	Date/Time of closing of Tender	28 /05/2020/14:00 hrs.
4.	Date/Time of Opening of Bids(Technical & Commercial)	28 /05/2020 15:00 hrs.
5..	E.M.D.(Earnest Money Deposit)	Rs. 12342.00 (Twelve Thousand Three Hundred Forty Two Only)
6.	Period of BID validity of Tender	90 Days from closing date.
7.	Place of opening the Bid	Admin Block of IIM Rohtak, Campus, Sunaria Village, Rohtak. Haryana).

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below –

- a. **Bids/queries to be addressed to:** The Chief Engineer, Indian Institute of Management Rohtak
- b. **Postal address for sending the Bids:** Indian Institute of Management Rohtak, Sunaria Village, Rohtak (Haryana) PIN – 124010.
- c. **Name/designation of the contact personnel:** Kailash Pati Mishra Chief Engineer Civil
- d. **Telephone numbers of the contact personnel:** 01262-228521 (Mob.) +91 9053002621
- e. **E-mail ID of contact personnel:** kp.mishra@iimrohtak.ac.in
- f. **Fax number:** 01262-228521

3. This RFP is being **issued with no financial commitment** and IIM Rohtak (the buyer hereafter) reserves the right to change or vary any part thereof at any stage. **The Institute reserves the right to withdraw** the RFP, should it become necessary at any stage

Part I – General Information

1. **Last date and time for depositing the Bids:** **28/05/2020 /14:00 Hrs.** (Date to be mentioned in terms of DD MM YEAR) The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “**TENDER BOX No.-I**” or **sent by registered post at the address given above** so as to reach by the due date and time. **Late tenders will not be considered.** No responsibility will be taken for postal delay or non-delivery /non-receipt of Bid documents. **Bids sent by Fax or E-mail will not be considered** (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids:** **28 /05/2020 15:00 hrs.** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other Day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** “**MAIN ENTRANCE GATE OF ADMIN BLOCK**” of Indian Institute of Management Rohtak at Sunaria Village, Rohtak PIN – 124 010, Only those Bids that are found in the correct (As mentioned above) tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** **Indian Institute of Management Rohtak, Sunaria Village, Rohtak.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids and commercials on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. Single-Bid system

7. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD if applicable. Conditional tenders will be summarily rejected.

8. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

9. **Validity of Bids:** The Bids should remain valid for **minimum 90 days** from the last date of submission of the Bids.

10. **Earnest Money Deposit-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 12342.00 (Twelve Thousand Three Hundred Forty Two Only) along with their bids.** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favor of Indian Institute of Management Rohtak payable at Rohtak from any of the public sector banks or a private sector bank authorized to conduct government business or by direct in Saving Account No. 30900614313 (Indian Institute of Management Rohtak) Bank-SBI, IFSC-SBIN0004734. EMD is to remain valid/deposited for a period of **Ninety days beyond the final bid validity period** of the tender. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoHRD or MoHRD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.
11. Contractor must have carried out the building/construction work as under. In last seven years.
- 11.1 One similar nature of work of value Rs. 4,93,700.00/-
or
11.2 Two similar nature of work of value Rs.3,70,125.00/-
or
11.3 Three similar nature of work of value Rs 2,46,850.00/-

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items; schedule of quantity attached
2. **Delivery and Installation period** – Within 20 days from purchase/work order issue date
3. **Delivery/Maintenance/fitment/installation and Transportation** –At supplier/Seller/Service provider's expense.
4. **Consignee details** – The Director, Indian Institute of Management Rohtak, and Haryana India PIN-124 010.
5. **Liquidated Damages:** In the event of the Seller's/service provider's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract/supply. The institute may also deduct from the contractor as agreed, **liquidated damages to the sum of 2.5% of the contract/invoice value** for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the contract/invoice value.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their **acceptance of the Standard Conditions** of the Request for Proposal mentioned below **on their original letter head** which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller/Seller/Service provider in the Contract) as selected by the Buyer. **Failure to do so may result in rejection of the Bid submitted by the Bidder.**

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective delivery, commissioning and installation period:** Within 20 days from award of **Maintenance and Repairing of Water Supply System** /work order and shall remain valid until the complete obligations by both the parties under the work order/agreement/contract. The deliveries, supplies, installation and performance of the items/services shall commence from the effective date of the work order issue date.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to supply or performance, which cannot be settled amicably, may be resolved through arbitration subject to Rohtak Jurisdiction.
4. **Penalty for use of Undue influence:** The seller/Seller/Service provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the order/contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present order/contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the seller/Seller/Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller/Seller/Service provider) or the commission of any offers by the seller/Seller/Service provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller/Seller/Service provider and recover from the seller/Seller/Service provider the amount of any loss arising from such cancellation. A decision of the Buyer's/Competent Financial Authority (CFA) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller/Seller/Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller/Seller/Service provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the seller/Seller/Service provider to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract/purchase order, the Buyer may, at his discretion, withhold any payment until the completion of the supply/commissioning/installation/contract. The BUYER may also deduct from the SELLER as agreed, **liquidated damages to the sum of 2.5% of the invoice value for the items/services as mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the invoice value.**
6. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- a) The Agency shall be fully responsible for faithful compliance of the provisions of the purchase/Work Order/Agreement. Any breach or failure to perform the same may result in termination of the purchase order/Work Order/Agreement and forfeiture of the security deposit as well as other legal recourse.
- b) The Company providing items/services is declared bankrupt or becomes insolvent.
- c) Any misconduct/misbehavior on the part of Employees etc. deployed by the seller/agency will not be tolerated and the same must be replaced with suitable and equivalent immediately, failing to comply with same will lead to termination of order/contract.
- d) The Buyer has noticed that the Seller/Service provider has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- e) The Director, IIM Rohtak reserves the right to reject any or all tenders in whole or in part without assigning any reason thereof and decision of the Director, IIM Rohtak shall be final and binding on the sellers/agencies in respect of any clause covered under the contract

7. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

8. Amendments: No provision of present proposal/Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of order/contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

9. Taxes and Duties

- a) If Bidder desires to ask for GST, statutory compliances, duties etc., the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- d) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- e) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller/Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller/Service provider.

10. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between the IIM Rohtak and the Bidder for purchases (If required). This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific item/services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per the prescribed format of Gol (will be provided on request). The essential elements of the Pact are as follows:

- a. A pact (contract) between the IIM Rohtak, Government of India (MHRD) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder");
- b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below on their original letter head which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Security Deposit (SD): Security deposit @ 5% of the tender amount shall be deducted from each running bill and will be refunded as per CPWD manual. There is no requirement of separate PBG (Performance Bank Guarantee).

2. Payment Terms for Indigenous Sellers - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheque, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is available on Institutes website and can be given on request. The payment will be made as per the following terms, on production of the requisite documents:

a. 100% payment in Indian rupees after successful delivery/installation/commissioning of supplied items in time and acceptance by the user subject to production of invoice in originals with all mandatory documents.

3. Advance Payments: No advance payment(s) will be made.

4. C.P.W.D Manual and Specification shall be followed

5. Exchange Rate Variation Clause: Not applicable.

6. Risk & Expense clause –

a). Should the item/services or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the item/services or any installment thereof, the Buyer shall after granting the Seller 07 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

b). Should the item/services or any installment thereof not perform in accordance with the specifications / parameters provided by the contractor during the check proof tests to be done in the institute country, the institute shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

c). In case of a material breach that was not remedied within 07 days, the institute shall, having given the right of first refusal to the contractor be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other item/services of the same or similar description to make goods./services.

7. Force Majeure clause

Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

If the impossibility of complete or partial performance of an obligation lasts for more than One (01) month, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (Fifteen) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. Transportation/delivery of items/services: At suppliers expense on site i.e. at Indian Institute of Management Rohtak (Campus, near Sunaria Village, Rohtak), Haryana.

9. Packing, Marking, Insurance and forwarding: At supplier expense (All inclusive).

10. Quality: The quality of work must be delivered according as per CPWD guidelines & present order/Contract shall correspond to the technical specifications/conditions and standards valid for the deliveries of the same in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the item/services suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the item/services to be supplied under this Contract shall be genuine.

11. Inspection Authority: The Inspection will be carried out by notified inspecting agency of IIM Rohtak (i.e. Project dept.). The mode of Inspection will be Departmental Inspection.

PLEDGE OF COMPLIANCE

(To be given on original letter head of the company/firm by the legal owner/authorized signatory of the company/firm)

I,.....full name,
designation....., acting on behalf of
M/s....., Company/Agency name & Registered
Office's full address.....,
which is an applicant for "**Maintenance and Repairing of Water Supply System**" vide Tender no IIM-R/Civil/K-81 T dated
19/05/2020 to Indian Institute of Management Rohtak (Rohtak, Haryana) hereby undertake that I/We have no
criminal antecedents, never declared bankrupt, never black listed by any Govt./PSU/Autonomous dept./agency/body
and we shall abide by all terms and conditions mentioned in this tender document and subsequently issued work
order/Agreement against the said tender enquiry. In the event of any breach of terms and conditions of this tender and
subsequently issued work order/agreement against the said tender enquiry during the entire period of contract, we shall
take the full responsibilities of any loss incurred by my agency/company employees/representatives by their negligence
to IIM Rohtak including financial, time and reputation as assessed by competent authority of IIM Rohtak and my
company/agency will fully compensate to IIM Rohtak for all such losses without ensuing any legal process.

Company's official seal.....
Place:.....
Date:.....

Signature:
Full Name:
Address:
.....
.....
Pin.....
Contact Nos.....
E-mail ID.....



COMMERCIAL BID - REQUEST FOR PROPOSAL

**INDIAN INSTITUTE OF MANAGEMENT ROHTAK
Sunaria Village, Rohtak – 124010, Haryana) Phone: 01262-228521**

Tender Enquiry

For

Invitation of Bids for “Maintenance and Repairing of Water Supply System” (Title of RFP) No. IIM-R/Civil/K-81 T dated: - 19/05/2020.

**Last date and time for depositing the sealed Bids:-28/05/2020/14:00 Hrs.
(IST)**

(The Tender document is to be submitted duly filled and signed using same color ink on all pages by Auth. Signatory/Proprietor with official seal stamped on each pages)

**ALL DETAILS, TERMS AND CONDITIONS AS MENTIONED IN TECHNICAL BID ARE SAME
AND ARE ALSO APPLICABLE FOR COMMERCIAL BID**

1. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

S. No.	Description	Unit	Quantity	Unit Rate	Amount
1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.				
2	EXTERNAL WORK				
3	15 mm nominal outer dia Pipes	MTR	425		
4	20mm nominal outer dia Pipes	MTR	435		
5	25mm nominal outer dia Pipes	MTR	435		
6	32 mm nominal outer dia Pipes	MTR	120		
7	40mm nominal outer dia Pipes	MTR	120		
8	50mm nominal outer dia Pipes	MTR	75		
9	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	Per litre	7000		
10	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete :				
11	15 mm nominal bore	Each	10		
12	20 mm nominal bore	Each	40		
13	25 mm nominal bore	Each	40		
14	Providing and fixing CP Brass 32mm size Bottle Trap of approved quality & make and as per the direction of Engineer-in-charge.	Each	10		
TOTAL Amount (Rupees				only)	

GST shall be paid separately after submission of proof depositing GST to government of India.

Note:-

Rates quoted must be in Indian rupees only, no exchange rate variation would be allowed during validity of offer/bid and the lowest reasonable, economical & acceptable bids for each category (as mentioned in Part-V Para 2 above) will be considered further for placement of contract/Supply cum work Order after complete clarification and price negotiations as decided by the Buyer.

Please mention type and rates of taxes applicable/included

.....

Seal and Sign. of Proprietor/ Auth. Signatory/Bidder

Sd/-
Chief Engineer (Civil)
Kailash Pati Mishra

Date: 19/05/2020

Check list –

1. Bid document, all brochures of respective items/accessories with sign & seal on each page and authorization letter/certificate from respective company.
2. Self-attested copy of all relevant supporting documents (Refer Part-I Para-7 & Part-II Para-2 above) including Power of Attorney, as applicable. **(To be attached with technical bid)**
3. EMD of **Rs. 12342.00 (Twelve Thousand three Hundred Forty two only)** in originals **as per Para.14 (Part-I) of RFP (Must be attached with commercial bid in originals)**.
4. **Single Bid must be sealed in separate covers with clear marking on each envelop and both must be re sealed in a bigger envelop with clear marking of tender no and date of opening on it.**
5. Covering/Forwarding letter of both bids (technical and financial) shall be on **(separate for each bid)** original letter head of the company duly ink signed and stamped with company seal.