

Tender Document
For
Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre at
Indian Institute of Management Rohtak Management City Sunaria Rohtak

Tender No: IIIMR/Civil/K-65 T

Issued on: 26.04.2019

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Section 1

Tender No.: IIMR/Civil/K-65 T

26.04.2019

NOTICE INVITING TENDER

Tenders are invited through E procurement from eligible bidders for **Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre** Indian Institute of Management Rohtak Sunaria Rohtak.

Estimated cost of **Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre: - Rs 33, 10,676.00 (Thirty Three Lakh ten thousand Six Hundred Seventy Six only).**

Submission of Online Bids is mandatory for this Tender. Detailed instructions are given in Section-2 of this Tender Document.

Important Dates

- Date of Posting of NIT on IIM web site, E procurement Portal : 26 .04.2019
- Start Date & Time of Procurement of tender documents : 26.04.2019
- Last date & time for seeking clarification, if any : 10.05.2019.13:00 hrs.
- Last date & time of procurement/downloading of tender documents : 20.05.2019, 10:00 hrs.
- Last date & time for online submission of Bids : 20.05.2019, 12:00 hrs.
- Online Opening of Technical Part (Part-I) : 20.05.2019, 14: 00 hrs.
- Online Opening of Financial Part (Part-II) : 20.05.2019, 15:00 hrs.

Tender Fee (non-refundable) amounting to Rs. 500.00 (Rupees Five hundred) shall be submitted along with tender by Demand Draft in favour of “ **Indian Institute of Management Rohtak.**” payable at Rohtak.

Earnest Money amounting to Rs. 66,213.00/- (Rupees Sixty Six Thousand Two Hundred Thirteen only) by Demand Draft in favour of “ **Indian Institute of Management Rohtak.**” payable at Rohtak or Bank Guarantee in the prescribed format from a Scheduled Bank from its branch at Rohtak/Rohtak shall be submitted along with the tender.

Bidders are advised to visit the Indian Institute of Management Rohtak e-tendering (E Procurement) portal **www.tenderwizard.com/iim-rohtak** and Institute website <http://www.iimrohtak.ac.in> regularly for updates/amendments, if any.

Eligibility Criteria

1. Bidder should have experience of having successfully completed similar work during the last 7 years ending 31st Mar 2019 should be either of the following:
 - i) One similar work orders costing not less than Rs 26,48,540.00/-
Or
 - ii) Two similar work orders each costing not less than Rs 19,86,405.00/-
Or
 - iii) Three similar work orders each costing not less than Rs 13,24,270.00/-

(Similar works means **Providing & Fixing of Polycarbonate Sheet work/any type similarly work has been carried out in any reputed** Govt institution/PSU/Private Organisation/Building residential society)

(Please submit copy of PO/ Work order and Completion Certificate from the Client).

2. The Bidder should not have been barred / black listed by any PSU/Govt. Depts. in doing business with them (Please submit undertaking).
3. The Bidder should be registered for GST / Service tax / VAT and PAN no (Submit copy of Registration Certificate and PAN Card).
4. ~~The Bidder should be registered in ESI & PF authority, if applicable (submit copy of Registration Certificate)~~

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Tenders received without EMD / inadequate EMD, and without the requisite Tender Fee shall be summarily rejected. The bidder must officially procure/download the tender documents from the E Procurement portal & Institute web site before the last date and time of sale of tender document in order to bid for this tender.

Please note that official procurement/downloading of Tender document from Institute Web portal is mandatory and that the bidder will in no case be able to participate in the tender without having procured/downloaded the official copy of the tender from institute web site before the due date and time for the sale.

Contact Information:

IIM Rohtak

- **Chief Engineer IIM Rohtak**
Email id :-kp.mishra@iimrohtak.ac.in
Mob No 9053002621

The price Offers of only those parties who qualify in the first stage shall be opened at time and date mentioned in Tender document.

Institute reserves the right to accept or reject any or all the tenders without assigning any reason.

Chief Engineer
Kailash Pati Mishra

END OF SECTION-1

SECTION-2

Tender No.: IIMR/Civil/K -65 T

26.04.2019

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

2.1.1 “Institute” means Indian Institute of Management Rohtak), at Sunaria Rohtak or any other project/branch offices within or outside India.

2.1.2 “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.

2.1.3 “Goods/Products” means all the hardware equipment, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables which the Contractor is required to supply to the Institute under the Purchase Order.

2.1.4 “Letter of Intent (LOI)” means the communication of the intention of the Institute to the Bidder to place the Institute work Order for the former’s offered goods/services.

2.1.5 “ Award Letter/Work Order means the order placed by the Institute to the Contractor duly signed by the Institute’s authorized representative to work order & services from the vendor/contractor.

2.1.6 “Contract Price” means considerations payable to the Contractor/contractor as stipulated in the Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Institute in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Commercial) Conditions of the Contract
Section 4	Special Conditions of the Contract
Section 5	Bill of Quantity (BOQ) and Price Bid Schedule
Section 6	Minimum Spare Parts to be store at site
Section 7	Format of Bid Bond (EMD)
Section 8	Format of Performance Bank Guarantee (PBG)
Section 9	Bid Submission Form

2.3.2 Any clarification or communications obtained from the Institute

2.4 AMENDMENT TO BID DOCUMENTS

2.4.1 At any time, prior to the date of submission of bids, the Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.4.2 The amendments/Corrigendum will be notified on IIM Rohtak Website and these amendments will be binding on them. Bidders are advised to visit IIM Rohtak Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Institute may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

~~Price indicated in the schedule shall be for Delhi schedule rate. Prices should be inclusive of all taxes and duties including but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc. However rate of taxes and duties included in the price offer should also be given separately. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Institute) will be treated as non responsive and rejected.~~

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 BID SECURITY

2.8.1 The Bidder shall submit, as part of bid security as mentioned in the NIT. The bid security shall be in one of the following forms:-

(a) A Bank Guarantee as per enclosed format issued by a schedule bank in favour Institute valid for a period of 120 days from the date of tender opening.

(b) Demand Draft or Pay Order from a Scheduled Bank in favour of Indian Institute of Management Rohtak

2.8.2 The bid not secured in accordance with the above shall be rejected by the Institute as nonresponsive.

2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 45 days after expiry of the bid validity period prescribed by the Institute.

2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.5 The bid security may be forfeited under the following circumstances:-

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c) If he fails to supply the material in terms of the project.

2.8.6 No interest is payable on EMD/ Bank Guarantee.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 90 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Institute as non-responsive.

In exceptional circumstances, the Institute may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 Deleted.

2.11 Deleted.

2.12 Deleted.

2.13 Deleted.

2.14 CLARIFICATION OF BIDS

2.14.1 To assist evaluation and comparison of the bids, the Institute may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing. To assist evaluation and comparison of the bids, the Institute at its discretion may ask the bidder for clarification of the bid. The clarification will be asked online through the Institute web site portal. The clarification and response from bidder shall also be online through the Institute web site portal.

2.14.2 The Institute does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

2.16 EVALUATION OF TENDERS

2.16.1 The Institute shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Institute shall carry out detailed evaluation of the substantially responsive bids. The Institute shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.16.2 Arithmetical error shall be rectified on the following basis:-

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Institute.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.16.3 A bid determined as substantially non-responsive shall be rejected by the Institute.

2.16.4 The Institute may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.16.5 The Institute shall evaluate in detail and compare the bids which are substantially responsive.

2.16.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.

2.16.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.

2.16.8 IIM ROHTAK shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.17 INSTITUTE'S RIGHT TO VARY QUANTITIES /Deviation /Extra items

2.17.1 It shall be governed as per CPWD latest Manual applicable.

2.17.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Institute on an individual tender.

2.17.3 Extra substituted and deviated items of the schedule of quantity to be paid to the contractor as per the CPWD Specification, manual and rules etc..

2.18 INSTITUTE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Institute does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Institute's action.

2.19 NOTIFICATION OF SUCCESSFUL BIDDER

2.19.1 Prior to the expiration of the bid period, the Institute will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.19.2 Upon successful bidder furnishing of Performance Guarantee, the Institute will notify each successful bidder and will discharge its bid bond.

2.20 ISSUE OF LETTER OF INTENT /Award

2.20.1 The issue of Letter of Intent shall constitute the intention of the Institute to place the work Order with the successful bidder.

2.20.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.21 CANCELLATION OF LETTER OF INTENT /WORK ORDER

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Institute may make the offer to any other bidder at the discretion of the Institute or call for new bids.

2.22 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Institute in the Institute's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.23 COMPLETION

Completion of the goods shall be made by the Contractor in accordance with the terms specified by the Institute in the Special condition of the contract and goods shall remain at the risk of the Contractor until completion have been completed in full. The Schedule of completion shall be the essence of the contract.

2.24 SUBMISSION OF BID

Only the following shall be accepted in physical form:

- Tender Fee in the form of Demand Draft
- EMD in the form of Demand Draft/Bank Guarantee
- Tender documents including all sections duly signed and stamped.

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detail instructions please refer to Clause 2.26.

2.25 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to institute will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in same day. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.26 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.26.1 Bidding Methodology:

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) shall be followed.

2.26.2 Digital Certificates

~~For integrity of data and its authenticity/ non-repudiation of electronic records, and to become compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].~~

2.26.3 On-Line Submission

The On Line Submission will have the following activities:

- i) Submission of digitally signed copy of Tender Documents/ Addendum
- ii) Submission of Acceptance/Rejection of General Terms & Conditions
- iii) Submission of Acceptance/Rejection of Special Terms & Conditions
- iv) Submission of particulars of EMD
- v) Submission of **Technical Part** as under:
 - Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)
 - Submission of Bid Annexure (Optional)

Technical Part must contain the following which is required to be submitted in the Main Bid/Bid Annexure:

- a) Duly filled in Bid Submission Form as per Section – 9
- b) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
- c) Scanned copy of Documentary Evidence of Eligibility Criteria
- d) Technical Offer
- e) Data Sheet
- f) Product Brochure
- g) Un-priced Bid Schedule as per Section-5
- h) Any other supporting documents the bidder wishes to submit as a part of Technical Offer

vi) Submission of **Financial Part** as under:

- Submission of Electronic Form (Mandatory)
- Submission of Main Bid (Mandatory)
- Submission of Bid Annexure (Optional)

Financial Part must contain the Price Bid Schedule as per Section-5.

The entire bid-submission as above would be online on ETS.

2.26.4 Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically) to **Indian Institute of Management Rohtak** before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time):

- i) EMD/Bid Security (Original) for Rs. **66,213.00/-** by Demand Draft in favour of " Indian Institute of Management Rohtak ." / Bank Guarantee in the prescribed format from a scheduled bank from its branch at Rohtak/Rohtak.
- ii) Tender Fee of Rs. 500/- by Demand Draft in favour of "Indian Institute of Management Rohtak" payable at Rohtak.
- iii) Tender documents including all sections duly and stamped.
- iv) NSIC / MSME registration certificate

2.26.7 Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the

Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Online Public Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer. A bid cannot be opened without a correct Pass-Phrase.

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct Pass Phrase during the TOE of Financial Part, not only shall the bid be rejected but also the EMD shall be forfeited.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Contractor organization to the e-tendering server/ portal.

2.26.8 Online Public Tender Opening Event (TOE)

E-tendering Mode only through E Tendering portal (www.tenderwizard.com/iimrohtak)

ETS offers a unique facility for 'Online Public Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Public Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Contractor organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Online Public Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Online Public Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by IIM ROHTAK for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

2.26.9 Other Instructions

For further instructions, the Bidder should visit the home-page of the portal (www.tenderwizard.com/iim-rohtak) and go to the **User-Guidance Centre**. The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Contractor organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Contractor organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on ETS
- ii) Register your organization on ETS well in advance of tender submission deadline on ETS
- iii) Get your organization's concerned executives trained on ETS well in advance of tender submission deadline on ETS
- iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

-END OF SECTION 2-

SECTION - 3

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the work Order shall remain valid for the period of completion schedule or extended completion schedule or till the work is completed. In case of delayed supplies, after completion period, the advantage of reduction of taxes/duties shall be passed onto the Institute and no benefit of increase will be permitted to the Contractor.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications and CPWD specifications as applicable.

3.3 PATENT RIGHTS

The Contractor shall indemnify the Institute against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.4 PERFORMANCE SECURITY

3.4.1 Within 10 days of the Contractor's receipt of Letter of Intent (LOI), the Contractor shall furnish a Performance Security for the amount specified in special condition of the tender in the form of a Bank Guarantee issued by a schedule Bank from its branch in Delhi/Delhi NCR in the prescribed format given in this tender.

3.4.2 The proceeds of the Performance Security shall be payable to the Institute as compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.

3.4.3 The Performance Bond shall be in the form of bank guarantee issued by a scheduled bank situated in India and the form provided by the Institute.

3.4.4 The Performance Bond will be discharged by the Institute after completion of the Contractor's obligations including any warranty obligations under the contract.

3.4.5 As regards validity of PBG, please refer to Special Conditions of the contract (Section-4).

3.5 INSPECTION AND TESTS

3.5.1 The Institute or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Institute may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Institute requires and where they are to be conducted. Where the Institute decides to conduct such tests on the premises of the Contractor, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods

Fail to conform to the specifications, the Inspector may reject them and the Contractor shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Institute.

3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Institute's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Institute.

If any material before it is taken over is found defective or fails to fulfil the requirements of the contract, the Inspector shall give the Contractor notice setting forth details of such defects or failures and the Contractor shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Contractor, free of the all charges, at the site(s).

3.5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

3.6 TRAINING (WHERE REQUIRED)

3.6.1 The Bidder shall provide training for installation and maintenance staff of the Institute free of cost, where required.

3.6.2 Deleted.

3.6.3 The Bidder shall provide all training materials and documents and aids.

3.6.4 Conduct of training of the Institute's personnel shall be at on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

3.7 WARRANTY

3.7.1 The Contractor shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications

and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the Contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Institute who shall state in writing in what respect goods are faulty. This shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.

However the warranty period specified, if any, in the Special Condition of Contract (Section – 4) the same shall rule.

3.7.2 If it becomes necessary for the Contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the abovementioned period of sixty months, whichever may be later. If any defect is not remedied within a reasonable time, the Institute may proceed to get the work done at the Contractor's risk and expenses, but without prejudice to any other rights which the Institute may have against the Contractor in respect of such defects.

3.7.3 Replacement under warranty clause shall be made by the Contractor free of all charges at site including freight, insurance and other incidental charges.

3.8 CHANGE ORDERS

3.8.1 The Institute may at any time by written order given to the Contractor make changes within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Institute. Method of transportation or packing.
- b) Place of completion.
- c) Services to be provided by the Contractor.

3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or completion schedule or both and the contract shall accordingly be amended.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Institute.

3.10 LIQUIDATED DAMAGES

3.10.1 The date of the completion of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the completion must be completed not later than the dates specified therein. Extension in completion period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract completion period and accepted by the consignee, such deliveries will not deprive the Institute of the right to recover Liquidated Damages.

3.10.2 In case the Contractor fails to supply the goods/services against the order, the same shall be procured from other Contractors at the cost and risk of the Contractor and the excess money will be recovered from any dues of the party.

3.10.3 For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part completion is of no use to an Institute, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Contractor. The Institute also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Contractor for future purchases.

3.10.4 LD can be recovered from any dues of the Contractor.

3.11 ARBITRATION

3.11.1 In case of Foreign Bidders

~~Any dispute of differences arising out of the contract which cannot be amicably settled between the Contractor and the Institute shall be decided as per arbitration rules of international chamber of commerce, Geneva. For arbitration, the venue shall be Geneva.~~

3.11.2 In the event of any dispute arising between Indian Institute of Management and the Contractor in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to Director Indian Institute of Management Rohtak who may himself act as sole arbitrator or may name as sole arbitrator an officer of IIM Rohtak OUTSIDE of IIM Rohtak notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The Contractor expressly agrees that the arbitration proceedings shall be held at Rohtak.

3.11.3 The proceedings of arbitration shall be in English language:

3.11.4 In case any Contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

3.11.5 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.12 RISK PURCHASE

3.12.1 In the event of Contractor's failure to execute the contract to the satisfaction of the Institute, the Institute reserves the right:

- (a) to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Institute.
- (b) to terminate the Contract by giving 2 weeks' notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Contractor.

3.13 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfil their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.14 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Contractor, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Contractor, if a security is taken from the Contractor. In the event of the Security being insufficient or if no security has been taken from the Contractor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become

due to the Contractor under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Company on demand the remaining balance due.

3.15 PACKING

The Contractor shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT

3.16.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted Institute shall give the Contractor a notice setting forth details of such defects or failures and the Contractor shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Contractor free of cost. Should the Contractor fail to do the needful within this stipulated time frame, the Institute reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Contractor. The cost of any such replacement made by the Institute shall be deducted from the amount payable to the Contractor against this purchase order.

3.16.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Contractor for such loss or defective equipment and the Contractor shall arrange to supply the same within two months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.17 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CMD, IIM ROHTAK, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Institute shall be at liberty to take over from the Contractor at a price to be fixed by the Institute, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in

the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Institute may deem fit except such material, as the Contractor may, with the concurrence of the Institute, elect to retain.

3.18 TERMINATION FOR DEFAULT

3.18.1 The Institute, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.

- a) if the Contractor fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Institute .
- b) if the Contractor fails to perform any other obligation(s) under the contract; and
- c) if the Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Institute may authorize in writing) after receipt of the default notice from the Institute.
- d) On a notice period of 30 days.

3.18.2 In the event the Institute terminates the contract in whole or in part pursuant to above para the Institute may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to the Institute for any excess cost for such similar goods. However, the Contractor shall continue the performance of the contract to the extent not terminated.

3.19 TERMINATION FOR INSOLVENCY

The Institute may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Institute.

3.20 ADD ON ORDER

IIM Rohtak reserves the right to place Add on order for additional quantity up to 25% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

3.21 REPEAT ORDER

DELETE.

3.22 In case of any conflict in any of the terms mentioned at Section-4, the same shall prevail over the terms mentioned in other sections.

- END OF SECTION 3 -

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT

4.1 Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre at Indian Institute of Management Rohtak

4.2 PAYMENT TERMS

(i) Payment will be made on after submission of running bill/completion of work in the stipulated time duly verified by Engineer In-charge.

(ii) **Security Deposit (SD)**: Security deposit @2.5 % of the tender amount shall be deducted from each running/final bill and will be refunded as per CPWD manual

4.3 PAYING AUTHORITY

Indian Institute of Management Rohtak

4.4 INSPECTION AUTHORITY

Indian Institute of Management Rohtak

4.6 VALIDITY OF PERFORMANCE SECURITY

Successful bidder is required to submit Performance Bank Guarantee for a value of 5 % of value of PO/Work order with validity up to contract period plus 2 months for final handing over of entire work covered equipment's, within 10 days from date of issue of PO in the prescribed IIM ROHTAK format issued by a scheduled bank from its branch in Delhi.

4.7 PRE-BID INSPECTION / SURVEY

4.7.1 The bidder may inspect the conditions & performance of the Sub-station equipment's, internal & external electrical equipment's& installations before submission of their bid.

4.7.2 The complete work shall be taken over by the agency for **Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre** the same shall be carried out by the agency within the quoted rates as per CPWD Specification/Rule. The rates may be assessed accordingly.

4.8 SCOPE OF WORK:

~~4.8.1 The scope of work shall cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete operation & maintenance Split AC including electrical wiring and installations etc. as per details of installations and scope of work in~~

4.8.2 The work shall be generally carried out as per CPWD specifications for electrical works and as per the norms set by the manufacturers of respective equipment's, specifications and specific instructions as may be issued by the Institute Engineer in charge responsible for work from time to time.

4.8.3 All the electrical equipment's/installations shall be always kept in good health conditions.

4.9. PERIOD OF CONTRACT

1. Effective delivery, testing / commissioning and installation period: Within 30 days from award of purchase/work order and shall remain valid until the complete obligations by both the parties under the purchase order/agreement/contract. The deliveries, supplies, installation and performance of the items/services shall commence from the effective date of the purchase/work order issue date. The defect liability period shall be commenced for 01 year after completion of installation **Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre** work at the site same should be recorded in completion certificate issued by Engineer in charge after successful completion of work.

4.10 DAMAGE CAUSED TO INSTALLATION

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss. Decision of the Engineer –in –charge shall be final & binding on the contractor.

4.11 DEPLOYMENT OF STAFF

~~4.11.1 The contractor shall depute a qualified supervisor for this site, who will coordinate work execution activities and interact with the Institute Engineer in charge responsible for supervision of work and visit the site at least once a week and as where required during breakdowns.~~

~~4.11.2 The contractor shall assess the required number of skilled, semi skilled and unskilled labour for satisfactory operation, routine and special maintenance of the equipment's and deploy accordingly. The minimum expected staff to be deployed at site is as per~~

Annex-III

~~4.11.3 Any extra labour of any nature if required, at any time for attending any type of minor or major repair/break down shall be deployed by the contractor at his own cost for which nothing extra shall be payable.~~

4.11.4 The deployed labour shall be sufficient, experienced and qualified/trained staff as per CPWD rules for installation of Split AC so that all the breakdowns/repairs are attended promptly within reasonable time as per requirement.

4.14 TOOLS & PLANTS

All the general & special tools, tackles i/c chain pulley blocks etc. required for proper work execution and operation, maintenance and repairs/break down etc., shall be arranged by the contractor at his own cost and issue to the staff deployed by him for this work.

4.15 SCHEDULE OF WORK

Within the one week of award of work, the contractor shall submit for approval of the Institute enclosing the detailed schedule of Providing & Fixing of 4 MM Polycarbonate Sheet in activity centre with daily fortnightly and monthly activities on all works and execute as per directions of the Institute.

4.16 Rules and Manual to be followed

4.16.1 CPWD Specification with up to date correction slip and CPWD general conditions of contract, Contractor labour regulation act as applicable in CPWD shall be followed.

4.16.2 Technical staff at site shall be deployed as per CPWD rules and guidelines otherwise necessary recovery as applicable shall be done from bill of contractor. No material /Tool plants shall be issued to contractor.

4.16.3 Authority for fixing compensation under GCC Clause no 2 of CPWD Shall be Director IIM Rohtak.

4.16.4 All test certificate /manufacture certificate shall be arranged by the contractor and submitted to Engineer in Charge.

4.17 PERSONAL ACCIDENT INSURANCE:

The entire contractor employee will have to be covered under insurance against any personal accident and Institute will not be liable for payment of any compensation on that account.

During the execution of work, the contractor shall follow all standard norms of safety measures / precautions to avoid the accident / damages to man, machineries and building. On non-adherence of this clause, suitable fines shall be imposed as decided by engineer in charge, Institute.

END OF SECTION 4

SECTION -5

IIMR/Civil/k -65 T

Date 26.04.2019

SCHEDULE OF QUANTITY / PRICE BID

Subject: - Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre at Indian Institute of Management Rohtak at Sunaria Rohtak

Serial No.	Description	UOM	Quantity	Unit Rate	Amount
1	Providing and fixing poly carbonate sheet(4mm thick) ribbed profile all floors including making necessary holes screws and other fixture as required complete in all respect at all floors.(Rate shall include scaffolding which shall be provided by the contractor with all the safety of the workers employed and nothing extra shall be paid on this account) Contractor must see the site before quoting the rates)	SQM	890		
2	Providing and fixing prepainted colour coating Galvanized sheet :Flashing (.50mm thickness) at all floors including making necessary holes screws and other fixture as required complete in all respect at all floors.(rate shall include scaffolding if required and nothing extra shall be paid on this account	RMT	5040		
3	Providing and fixing prepainted color coating Galvanized sheet :Ridge (.50mm thickness) at all floors including making necessary holes screws and other fixture as required complete in all respect at all floors.(rate shall include scaffolding if required and nothing extra shall be paid in this account	RMT	41		
TOTAL Amount					

Note GST will be paid extra in time of billing as per the notified rate of Govt of India
Amount in words (Rs.....)

(Signature of the bidder with seal)

SECTION 6

AGREEMENT

This agreement made on Between Indian institute of Management Rohtak (hereinafter called the employer) of the one part andhere in after called “ The Contractor” of the other part.

Whereas the employer is desirous that certain works should be executed i.e. Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre Indian institute of Management Rohtak and has accepted a tender of the contractor for

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract there after referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

The award letter No. :-

References as mentioned in the award letter:-

In consideration of the payments to be made by the employer to the contractor, the contractor hereby convenants upon to execute and maintain the works in conformity in all respects with the provisions of the contract.

Institute hereby convenants to pay the consideration of, complete contract for providing photocopying and documentation of the works at the contract price at the times and in the manner prescribed by contract.

In witness whereof the parties have hereunto set their respective hands and seals the day and year first above written.

**For & on contractor
Indian institute of Management**

For& on behalf of

Witness (i)

(ii)

Date:

SECTION - 7

Tender No.: IIMR/Civil/K- 65 T

Date 26.04.2019

FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. Dated

KNOW ALL MEN by these presents that WE OF Having our registered office at (Hereinafter called “the Bank”) are bound unto Indian institute of Management Rohtak (hereinafter called “the Institute”) in the sum of INR/US\$ for which payment will and truly to be made of the said Institute, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Institute during the period of bid validity

- (a) Fails or refuses to execute the Contract, if required; or**
- (b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Institute up to the above amount upon receipt of its first written demand, without the Institute having to substantiate its demand, provided that in its demand, the Institute will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including Thirty (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

	Signature of the Bank Authority.
	Name
	Signed in Capacity of
Name & Signature of witness	Full address of Branch
Address of witness	Tel No. of Branch
	Fax No. of Branch

- END OF SECTION 7 -

SECTION-8

Tender No.: IIMR/Civil/K-65 T

26.04.2019

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

Indian Institute of Management Rohtak

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of Indian Institute of Management Rohtak, having its office at Sunaria Rohtak (hereinafter referred to as “IIM Rohtak” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued work Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Contractor” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Contractor having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____/award letter /work order No. _____ dated _____ and Institute having agreed that the Contractor shall furnish to IIM ROHTAK a Performance Guarantee for the faithful performance of the entire contract, to the extent of 5 % (Five percent) of the value of the Work Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Contractor) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Contractor having failed to perform the Agreement and despite any contestation on the part of above named Contractor.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Manager
Seal of Bank

- END OF SECTION 8 -

SECTION-9

Tender No.: IIMR/Civil/K-65 T

26.04.2019

BID SUBMISSION FORM

Offer No.: _____

Date: _____

To

The Chief Engineer
Indian Institute of Management Rohtak
Rohtak Sunaria
Dear Sir,

In response to your Tender No. IIMR/Civil/k 65T- Dated: **26.04.2019** **Providing & Fixing of 4 MM Polycarbonate Sheet in Activity Centre** at Indian Institute of Management Rohtak, **we hereby submit our offer herewith.**

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____

7. Authorised Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____

8. Alternate Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____

9. PAN Number : _____

10. TIN Number : _____
State : _____

11. Service Tax Regn. No. : _____

12. ECC Number : _____

13. Beneficiary's complete Bank Details in case payment through LC is approved.
Bank Account No. : _____ IFSC / NEFT
Code : _____
Name of the Bank : _____
Address of the Branch : _____

14. Particulars of EMD

Amount : Rs. _____ Mode of Payment (DD/BG):
DD/BG No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____
Validity of BG : _____

15. Particulars of Tender Fee

Amount : Rs. _____
DD No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____

16. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report) Deleted

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
2014-2015		
2015-2016		
2016-2017		
Average Turnover		

17. Details of similar work / order executed during last 7 years (Please submit copy of completion certificate from the client).

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

18. Please mention the place from where shipment will be effected.

19. Country of Origin of Goods offered (Item wise)

—

20. Please Mention Mode of Shipment (Sea/Air/Rail/Road)

—

21. ~~Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC/ State.~~

22. If you are MSME is it owned by SC/ST Entrepreneurs. If Yes, please specify the Name of the Owner who is SC or ST.

23. Following Documents are submitted to substantiate other eligibility criteria.

i) _____

ii) _____

iii) _____

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place:

Signature of Authorized Signatory

Date:

Name:

Designation:

Seal:

- END OF SECTION 9 -