



भारतीय प्रबंध संस्थान इंदौर

INDIAN INSTITUTE OF MANAGEMENT INDORE

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453556 (M.P.),
India

Ph. 0731-2439620, Email: projectdept@iimidr.ac.in

E-Tender Notice No.

IIMI/Project/12/2017/45 File No.364

TECHNO COMMERCIAL PROPOSAL

Name of Work:

“Annual Rate Contract for the supply of electrical items at IIM Indore”

Certified that the NIT Document contains 22 pages serially numbered from 1 to 22

INDIAN INSTITUTE OF MANAGEMENT INDORE

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प्रबंध शिखर, राऊ-पीथमपुर रोड, इन्दौर - 453 556 (म.प्र.), भारत

INDIAN INSTITUTE OF MANAGEMENT INDORE

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453 556 (M.P.), India

Dated: August 28, 2017

NOTICE INVITING E-TENDER

Ref: E-Tender Notice No. IIMI/Project/12/2017/45 File No.364

IIM Indore invites online item rate tender through e-procurement portal from interested and eligible firms regarding **Annual Rate Contract for supply of Electrical Accessories** on behalf of the Director, Indian Institute of Management Indore for **one year**. Interested parties may participate with complete details about the Electrical Accessories as mentioned in the schedule of quantities. **It may be noted that these items will be delivered at IIM Indore premises from time to time as per the supply orders.**

A. Schedule of Important Events / Activities

A.1 Information Related to Bid

A.1.1	NIT No. :IIMI/Project/12/2017/45 File No.364	
A.1.2	Name of Work	“Annual Rate Contract for the supply of electrical items at IIM Indore”
A.1.3	Estimated Cost Put to Tender	Rs. 11,81,696/-
A.1.4	Earnest Money Deposit (Rs.)	Rs. 23,650/- (Rs. Twenty Three Thousand Six Hundred Fifty Only) by e-payment through electronic mode
A.1.5	Tender Processing Fee (Rs.)	Rs. 1000/- by e-payment through electronic mode (Non-Refundable)
A.1.6	Completion period	TWELVE (12) Calendar Months including monsoon period
A.1.7	Mode of submission of tender	On-Line mode only

A.2 Key Events and Dates

A.2.1	Publishing Date	03.00 PM on August 28, 2017
A.2.2	Document Download Start Date	From 3.00 PM on August 28, 2017
A.2.3	Raising queries / clarification Start Date	From 3.00 PM on August 28, 2017
A.2.4	Raising queries/clarification End Date (on email: projectdept@iimidr.ac.in)	Upto 4.30 PM on September 5, 2017
A.2.5	Pre-Bid Meeting	04:30 PM on September 6, 2017 at Conference Hall, Administration Block, IIM Indore. Those who are interested can attend.
A.2.6	Uploading of clarifications on queries (If any)	By September 8, 2017
A.2.7	Last date and time of closing of uploading/online submission of tender including scanned copy of EMD and tender Processing Fee details/receipts and other documents as specified	<u>Upto 04:00 PM on September 13, 2017</u>
A.2.8	Date & Time of online opening of technical bid	04:30 PM on September 14, 2017
A.2.9	Date and Time of opening of financial bid of qualified bidders	Will be notified at a later date

A.3 Other Important Information Related to Bid

A.3.1	Performance Guarantee	5 (FIVE) % of tendered value on acceptance of bid
A.3.2	Mode of payment of Tender Processing Fee and EMD	<p>Bidders will have to deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:</p> <p>Name of beneficiary :Indian Institute of Management Indore Address :Rau-Pithampur Road,Indore-453556,M.P. Account No. :53018623445</p> <p>Name of the Bank :State Bank of India Address of the bank :IIM Indore Campus IFSC Code :SBIN0030525</p> <p>Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.</p>
A.3.3	Bid Validity	90 Days from the date of opening of Technical Bid

B. Bidder Qualification Criteria

Contractors who fulfil the following requirements shall ONLY be qualified for financial bid opening (Joint Ventures are not accepted):

1. **Work Experience:** Copies of two Purchase Orders along with the completion certificates (each of Rs.1 lakh or more) received from Govt. Departments/ PSUs/Nationalized Bank/ Public Institutions/Reputed Private Organizations during last three years in support of the experience

(Issued by officer of the Department not below the rank of an Executive Engineer in case of PSUs/Government and any senior officer if the work done in a private enterprises)

2. **Annual Financial Turnover:** Should have had average annual financial turnover at least 100% of the estimated cost put to tender during the last three years from the overall business ending March 31, 2016. (Scanned copy of audited balance sheets/ certificate from chartered accountant to be uploaded)
3. **Certificates:** (scanned copy of original certificates to be uploaded)
 - 3.1 Certification of Incorporation/ Registration of firm
 - 3.2 Latest IT returns for the FY 13-14, 14-15 & 15-16
 - 3.3 PAN (Permanent Account Number)
 - 3.4 GST (Goods & Service Tax) Registration Certificate

Note:-

1. The Bidder must upload stipulated documentary evidence in support of their claim for fulfilling the criteria while uploading the Bids. The Bids without documentary evidence will be out rightly rejected.
2. Financial bids of only those bidders would be opened who fulfill the qualification criteria and are declared qualified in Technical Bid evaluation process by the Tender Committee of IIM Indore.

C. List of Documents to be scanned and uploaded

While submitting bid, the Scanned copies of the following original certificates are to be uploaded:

- i) Certificates of Work Experience: Copies of two Purchase Orders along with the completion certificates (each of Rs.1 lakh or more)
- ii) Certification of Registration of firm / company
- iii) Copies of audited balance sheets and P&L statements for the FY 13-14, 14-15 & 15-16
- iv) Latest IT returns for the FY 13-14, 14-15 & 15-16
- v) PAN (Permanent Account Number)
- vi) GST (Goods & Services Tax) Registration Certificate
- vii) E-payment details towards cost of tender processing fee & EMD
- viii) Aadhar card copy of the authorized officer of the company/firm who will be signing agreement etc.
- ix) Any other document that bidder felt necessary in support of his candidature.
- x) Schedule of Price Bid in the form of BoQ.xls

D. Instructions to Tenderers

1. The bidders have to observe highest standard of ethics while bidding for a tender. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected outrightly.
2. The competent authority of IIM Indore reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any term and condition of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute & CPP Portal. No representation will be considered after pre-bid meeting and bidders may ensure its queries only in pre-bid meeting. IIM Indore also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
3. While submitting for this tender, the bidders will be deemed to have read, understood and accepted all the items and conditions stated in this Tender Document. Any doubts or clarifications with regard to the interpretation of

the Terms & Conditions stipulated in this Tender Document, may be got clarified from Chief Engineer, IIM Indore at least 03 days before tender closing date. Requests for postponing the tender opening date for the same shall not be accepted.

4. The Successful Bidder shall not in any case assign the awarded contract in full or any part thereof to any third party.
5. The bid security in form of an Earnest Money Deposit (EMD) of **Rs. 23,650/-** (Rs. Twenty Three Thousand Six Hundred Fifty Only) by e-payment through electronic mode must be paid in favour of IIM Indore. Tenders received without EMD shall be ignored straightaway and will not be considered under any circumstances. The EMD of unsuccessful bidders will be refunded after the finalization of the contract with the successful bidder.
6. EMD is required to protect the purchaser against the risk of Bidder's conduct. The EMD in full will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.
7. The tenders submitted by the bidders shall be valid and open for acceptance by the competent authority of IIM Indore for a period of 90 (Ninety) days from the technical bid opening of the tenders and no request for any variation in quoted rates and /or withdrawal of tender on any ground by bidders shall be entertained. EMD of tendering firms which have submitted the tender but withdraw the same before expiry of the tender validity date may be forfeited in full at the discretion of IIM Indore in addition to any remedy that the Institute (purchaser) may have under the law.
8. **The Rate Contract with the successful bidder shall be valid for the period of one year from the date of awarding the Contract. The Annual Rate Contract awarded as a result of this Tender Document will be in the nature of a standing offer. Actual supply order may be placed from time to time. No guarantee can be given as to the minimum or actual Electrical usage and consequential supply orders.**
9. It must be noted that the rates quoted should be for the ISI approved items or must have the approval of some other recognized agency, national or international.
10. Subject to other terms of the Tender Document, the bidder(s) whose rate is accepted will be notified for the award of contract by IIM Indore. The terms and conditions stipulated in the Tender Document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Document.

11. The successful bidder will have to enter into a formal, legally enforceable contract on Rs.500 non-judicial stamp paper with the IIM Indore to abide the quoted rates, Terms & condition of the Tender Document within fifteen days from the date of award of this tender in his favour and needs to furnish a performance security as per the terms of the Tender Document. The EMD of successful bidder shall be adjusted with the required security deposit and shall be returned after contract period is over (subject to adjustment for the deduction/s and recoveries, if any).
12. If the rates of various items are L-1 for different Bidders, The IIM Indore reserve the right to either accept the L-1 of different firms/agencies or will negotiate, the firm who has the maximum no. of L-1 item to lower the rate of other items up to the limit of L-1 quoted by other firms. In this context, final decision of the Tender Committee of IIM Indore will be binding to all and no claim in this regard can be entertained.
13. On their selection and award of contract, the firm(s) will have to deposit samples for each item. The sample deposited will be signed by the owner of the firm along with acceptance letter of each terms and conditions stipulated by IIM Indore. IIM Indore will not accept duplicate/substandard items or items not matching the samples/prescribed specifications. Samples will be retained by the IIM Indore to make the comparison possible, if required.
14. Bidders are required to quote their unconditional fixed rates strictly as per list of items enclosed for the entire period of the Contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway. The rate should be quoted in respect of only that brand/company which has been mentioned against each item in the List. The rates of items in respect of other company will not be entertained.
15. Any request for the enhancement of contracted rates shall not be considered under any circumstances. It may be noted that no compromise on quality would be made and no firm will be permitted to change the specifications mentioned in the tender notice and if any firm submits the tender with changed specification, their tender will be rejected.
16. The IIM Indore reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and without giving any compensation. The decision of the IIM Indore in this regard shall be final and binding on the firm.
17. IIM Indore reserves the right to conclude parallel Rate Contracts with a number of suppliers and place Orders on any of such firm that may be the most economical to it or suitable to its requirements.

18. If it comes to the notice of the IIM Indore that the information/ documents furnished by the bidder is incorrect or false or non-adherence to terms and conditions contained in this Tender, the EMD of such Firm shall be forfeited in total by the IIM Indore in addition to exercising other legal remedies.
19. **The rates quoted would be valid for a period of one year or such extended period by mutual consent, as the case may be from the date of execution of the contract.**
20. Terms & Conditions as set out in this Tender Document (that comprises of the complete set of documents including attachments as published herewith) shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/rejected at the discretion of IIM Indore.
21. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at FOR to IIM Indore (Free delivery to the consignee's premises). Item-wise price should be quoted.
22. Warranty Clause: The successful bidder shall provide Guarantee/warranty for minimum period of 1 year from the date of supply of items/materials.
23. **Performance Guarantee:**

The contractor whose bid is accepted will be required to furnish performance guarantee of 5 % (FIVE Percent) of the bid amount within Ten days of issue of LOI and should be in favour of 'Indian Institute of Management Indore'. This guarantee may be in the form of Banker's cheque of any public sector bank/Demand Draft of any public sector bank/ Fixed Deposit Receipts or Guarantee Bonds of any public sector bank or the State Bank of India in accordance with the prescribed format. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that.

E.

TERMS & CONDITIONS OF THE CONTRACT & AGREEMENT

TERMS & CONDITIONS OF THE CONTRACT & AGREEMENT (Annexure to Tender Document)

THIS AGREEMENT made at Indore on the _____ day of _____ 2017 between Indian Institute of Management Indore Rau- Pithampur Road, Indore (hereinafter called "The IIM INDORE" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part AND

(Herein after called "The Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS

The IIM INDORE is desirous of carrying out the work of **“Annual Rate Contract for the supply of electrical items at IIM Indore”**

1. This Annual Rate Contract is for procurement of Electrical Accessories as per the schedule of quantity at the corresponding agreed rates for the use of the Institute. These items are generally purchased on quarterly basis or as per requirement from time to time. The terms and Conditions for the Submitting of the Tenders (to the extent relevant) are the part of this Contract and they are in addition to and not in derogation of this Contract.
2. If it comes to the notice of the Institute that the information/ documents furnished by the Contractor in its tender is incorrect or false or if the Contractor fails to fulfil its obligations under this Tender Document i.e., Non-adherence to terms and conditions contained in this Tender or failure to supply the items 3 times during the validity of the contract, it may result in blacklisting of firm for a period of not less than 3 years by the Institute after due notice to the Contractor. In such event, the Contract will stand terminated automatically and the performance security of the Contractor shall be forfeited, in addition to resorting to all other legal remedies as per the discretion of the Institute. (The cut-off date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at destination.)
3. The supply of articles shall be subject to complete satisfaction and inspection by the designated officer of IIM Indore and the decision of the IIM Indore shall be final as to the quality and quantity of the stores as given into

the schedule of quantity and legally binding upon the Supplier and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the IIM Indore shall be borne by the supplier.

4. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects.
5. The items/articles supplied will not be more than 3 months (Three months) old to adversely affect their performance. The acceptance of articles will be given only when the articles are found up to the specifications given into the schedule of quantity and free from all defects.
6. The rejected items must be removed by the Contractor from the Institute's premises within 03 days from the date of the information about their rejection. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee during the course of inspection and before taking the charge of any such stores.
7. The Contractor must always be in a position to supply Electrical Accessories mentioned in the schedule of quantity enclosed on short notice as and when needed (say within 03 days)
8. All expenses and risk will be borne by the Contractor for delivering the Electrical Accessories to the premises of IIM, Indore.
9. The Electrical Accessories must be delivered in the IIM, Indore premises within 03 days of receipt of the supply orders or call on basis of urgent requirement.
10. The rates quoted shall remain same during rate contract period and no request for any increase in the rates shall be entertained.
11. The Contractor must ensure its or that of its representative's availability and response during office hours over the contact number/s (including a mobile and a landline number/email) as provided for receiving the list of requisites for Electrical Accessories so that it may be contacted immediately in case of urgency. The Contractor needs to remain in co-ordination with the Store in charge of the Institute to ensure planning of the expected demands well in advance and its timely delivery.
12. The Contractor must not supply any substandard/duplicate/refilled items and if supplied, appropriate action such as imposition of penalty, claim for compensation for consequential losses/damages and cancellation of Contract as the Institute may deem fit, will be taken against defaulting Contractor. Therefore, the items supplied must be of the BIS approval or carrying the

approval of same other recognized national/international agency quality/branded items, from the original manufacturers and in accordance with the sample given in first stage by the Contractor. The Contractor will ensure replacement of the defective items within three days at its own cost.

13. The date and time for delivery stipulated in supply order must be deemed to be the essence of the contract and if the Supplier fails to deliver any consignment within the period prescribed for such delivery in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited in addition to other legal consequences.
14. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage, these goods shall immediately be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidated damages shall be charged.
15. In case the Contractor fails to make supplies within the delivery schedule and / or supplies sub-standard products rather than what agreed, in consequence of which the Institute has to resort to risk purchase, the purchaser (IIM, Indore) may recover from the Contractor the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by Contractor into his bid as attached to this Contract. In case of repeated failure in supplying the ordered goods, the supply order may be cancelled and bid security deposit will be forfeited.
16. Subject to the terms of this Contract, the interest free security deposit shall be returned after contract period is over (after the adjustment for the deduction/s, if any).
17. **The payment to the Contractor shall be released within one month after the satisfactory receipt of the goods/articles ordered. Advance payment will not be made under any circumstances.**
18. The Contractor shall, at all times, agree to indemnify and keep indemnified the Institute against all losses, damages which may arise in respect of action/inactions of the Contractor or breach of any term of this Contract by the Contractor. All claims regarding indemnity shall survive the termination of the contract with the Contractor.
19. In case of insolvency/non-compliance/breach of any terms & conditions by the Contractor at any stage during the agreed term of the Contract, IIM,

Indore will discontinue the contract immediately, by forfeiting the security deposit in addition to taking all legal actions including, but not limited to the claims for compensations against all direct and indirect costs/damages/losses/ etc that IIM Indore may incur due to the actions and inactions of the contractor causing premature termination of the Contract.

20. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the Rate Contracts/supply orders, the matter will be referred to the Director, IIM Indore and his decision shall be binding upon both the parties.
21. **The Specification and quantity of the item needed is mentioned in schedule of quantity which is an approximate detail and is subject to increase/decrease at the discretion of the competent authority of IIM, Indore. The payment would be made for actual supply taken and no claim in this regard will be entertained.**
22. The Contractor hereby guarantees that the stores, articles sold/supplied to the Institute (purchaser) under this Contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender Document. The date of manufacturing of the items supplied will not be more than 3 (Three) months old. The contractor hereby further guarantees that the said goods/stores articles would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of delivery of the said goods/stores/articles to the purchaser or for such higher period as provided by the original manufacturer and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said goods /stores/articles, if during the aforesaid period, the said stores/goods/ articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the Purchaser in that behalf shall be final and binding on the Contractor and the Purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such an event, the above mentioned warranty period shall apply to the goods/stores/ articles replaced from the date of replacement thereof. In case of failure of the contractor to rectify or replace the goods etc., within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

23. This contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

24. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Indore, India only.

IN WITNESS WHEREOF the IIM INDORE has set his hands hereunto and two duplicates hereof through his duly authorized official and the Contractor has caused these presents and two duplicates hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED, SEALED AND DELIVERED by IIM INDORE, by the hand of

Signature:
Name:
Designation:

IN THE PRESENCE OF

(1) Signature:
Name:
Address:

(2) Signature:
Name:
Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s. _____
_____.

Signature:
Name:
Designation:

IN THE PRESENCE OF

(1) Signature:
Name:
Address:

(2) Signature:
Name:
Address:

F. Guidelines for e-Tendering

- 1 It is mandatory for all the applicants to have class II or III digital signature certification from licensed certifying agency like NIC, MTNL, e-mudra, TCS, safescrypt, GNFC etc.
- 2 Detailed NIT can be viewed free of cost on IIM Indore website under the URL <http://www.iimidr.ac.in/tenders/> . Schedule of quantities (Financial bid form) can be downloaded only from <https://eprocure.gov.in/eprocure/app>. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.
- 3 The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
- 4 The applicant have to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents form the e-tendering portal <https://eprocure.gov.in/eprocure/app>.
- 5 Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. IIM Indore will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
- 6 Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.
- 7 Information and Instructions for bidders posted on website shall form part of bid document.
- 8 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.
- 9 Those contractors / vendors not registered on the website mentioned above, are required to get registered beforehand. If needed the intending bidders may get acquainted with the process online from the www.eprocure.gov.in site itself.
- 10 On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 11 Contractor can upload documents in the form of JPG format and PDF format.

- 12 The price bid format is provided in a spread sheet file like BoQ_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 13 Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
- 14 The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
- 15 Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website <https://eprocure.gov.in/eprocure/app> at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- 16 If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 17 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 18 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 19 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.
- 20 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

G. Other information and terms & conditions

- 1 The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
 - If the bidder is found ineligible.
 - If the documents submitted by the successful bidder does not match with the originals before the award of work.
- 2 However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only within a week physically in the office of the “ Chief Engineer, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).
- 3 Certificate of financial turn over: At the time of submission of bid, contractor may upload Undertaking / certificate from CA mentioning Financial Turnover of last 3 Year or for the period as specified in the bid document.
- 4 IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE.
- 5 Short listing of the agencies shall be subject to through verification of their credentials and inspection of works carried out by them, through a Technical Evaluation committee of experts, constituted by IIM Indore.
- 6 The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 7 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 8 The competent authority on behalf of the Director, IIM Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- 9 *The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid.* If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIM Indore shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

- 10 This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- The Notice Inviting Bid, all the documents including additional conditions, specifications, General Conditions of Contract and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Any other Standard C.P.W.D. Form / other forms as applicable/mentioned.

- 11 **Mode of payment of Tender Processing Fee and EMD: Bidders may deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:**

Name of beneficiary : Indian Institute of Management Indore
Address : Rau-Pithampur Road, Indore -453556, M.P.
Account No. : 53018623445
Name of the Bank : State Bank of India
Address of the bank : IIM Indore Campus
IFSC Code : SBIN0030525

Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.

- 12 **TAXES: -**

- i) This works comes under Works contract. The taxes as applicable shall be deducted from each bill paid to the contractor.
- ii) The contractor should get registered under GST (Goods & Service Tax) or any other tax as applicable as per the extent order on the subject work and same shall be paid by the contractor to concerned department and the same should be considered in his quoted rates.
- iii) Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.
- iv) Income Tax and cess as applicable shall be deducted from each bill paid to the contractor.
- v) Contractor should be registered under EPF & ESIC and as per law, shall pay EPF & ESIC of contract workers to concerned Department from time to time.
- vi) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time or as per rule in case of manufacturer.

- 13 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002, 91 8826246593 or 0731-2439620/ 07312439447 or send a mail over to cphp-nic@nic.in
- 14 The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD guidelines, manual, specifications / BIS / IS/ Other Central / State Govt. norms applicable for IIM Indore & as prescribed by the OEM and the decision in this regard will be guided by the decision of the respective authority of IIM Indore which shall be final and binding to the contractor.
- 15 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 0120-4200462, 0120-4001002, 91 8826246593, 0731-2439620 or send a mail over to cphp-nic@nic.in
- 16 Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled / registered in e-procurement should enroll /register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
- 17 Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 18 Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.
- 19 In the event of acceptance of a tender, the documents submitted by the successful bidder shall be verified with the originals before the award of work.
- 20 On acceptance of the tender, the tenderer has to furnish a bar chart showing work completion schedule and submit it along with the performance security guarantee.
- 21 The tenderer should not have been blacklisted or debarred by any Central/ State / Public Agency from carrying out similar business during last three financial years

H. Form of Performance Security (Bank Guarantee)

In consideration of the Director, IIM Indore (hereinafter called “The IIM Indore”) having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called “the said Contractor(s)”) for the work..... (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the IIM Indore an amount not exceeding Rs. (Rupees..... Only) on demand by the IIM Indore.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IIM Indore stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the IIM Indore any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Indore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the IIM Indore certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the IIM Indore that the IIM Indore shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM Indore against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any

such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IIM Indore or any indulgence by the IIM Indore to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIM Indore in writing.

8. This guarantee shall be valid up tounless extended on demand by the IIM Indore. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank).

I.	FINANCIAL BID
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FINANCIAL BID

Name of Work: “Annual Rate Contract for the supply of electrical items at IIM Indore”

NIT No. : IIMI/Project/12/2017/45 File No.364

The Financial Bid is available on the e- procurement website <https://eprocure.gov.in/eprocure/app>