

भारतीय प्रबंध संस्थान इंदौर INDIAN INSTITUTE OF MANAGEMENT INDORE

प्रबंध शिखर, राउ-पीथमपुर रोड, इंदौर- ४५३५५६ (म.प्र.), भारत दूरभाष: ०७३१-२४३९ ६२०

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Tender Notice No.: IIMI/Project/05/2017/39 File No. 342

Technical cum Commercial Bid

Name of Work:

Supplying and fixing of vinyl flooring at Mess-3 first floor gymnasium at IIM Indore

Certified that the NIT Document contains 14 pages

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: March 1, 2017

NOTICE INVITING TENDER

Ref: Tender Notice No. IIMI/Project/05/2017/39 File No. 342

IIM Indore invites item rate tender under two bid system (Part-I Earnest Money and Technical bid & Part-II Financial bid) for the under mentioned work. Schedule of item & quantity is attached as annexure -1 to this notice.

The tender is also e-published on Central Public Procurement Portal under url: https://eprocure.gov.in/epublish/app

Part "A": NIT Details

1	NIT No.: IIMI/Project/05/2017/39 Fi	le No. 342
2	Name of Work	"Supplying and fixing of Vinyl flooring at Mess-3 first floor gymnasium at IIM Indore"
3	Estimated Cost Put to Tender	Rs. 3,21,100/-
4	Earnest Money Deposit (Rs.)	Rs. 6,500/- by e-payment through electronic mode or DD or bankers cheque.
5	Tender Processing Fee (Rs.)	Rs. 500/- by e-payment through electronic mode or DD or bankers cheque. (Non-Refundable)
6	Completion period	45 Days
7	Last date & time of receipt of tender	Upto 03:00 PM on March 9, 2017
8	Date & Time of opening of technical bid	3:30 PM on March 9, 2017 in the Office of the Chief Engineer, Administrative Block, IIM Indore M.P453556
9	Date and Time of opening of financial bid of qualified bidders	Will be notified at a later date
10	Security Deposit	2.5% of tendered value from bills
11	Performance Guarantee	5% of tendered value on acceptance of bid

Part "B": Tender Requirements

1. Criteria of eligibility for submission of bid documents:

In order to fulfill eligibility for acceptance, the following criteria will be followed. Bidders are required to submit relevant verifiable and self-attested documents.

- i) PAN Card
- ii) Experience/ work completion certificate from the client for whom similar work of highest value (not less than 3 lakhs) has been executed. The certificate should not be older than Five years.
- iii) Latest IT returns

2. Mode of payment of Tender processing fee and EMD:

i) 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

ii) EMD can also be furnished in DD / Bankers cheque etc. drawn in favor of 'Indian Institute of Management Indore' payable at 'Indore'.

Bidders will have to attach 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.

3. The Tenderer is required to prepare two sealed cover comprising of the following:

Cover-I: Technical Bid

- i) EMD & Tender Fee details
- ii) PAN Card
- iii) Experience/ work completion certificate issued from the clients
- iv) Latest IT Returns

Cover-II: Financial Bid

i) Financial Bid (in the format given at Annexure-1)

Both covers should be kept in one main sealed cover super scribed as "IIMI/Project/05/2017/39 File No. 342: "Supplying and fixing of Vinyl flooring at Mess-3 first floor gymnasium at IIM Indore"

- 4. The tenderer has to drop the cover sealed in above manner in the Tender Box kept at the 'Project Department, IIM Indore, Administrative Block, Rau-Pithampur Road, Indore -453556 M.P.' on or before the due date & time positively. The tender shall not be accepted beyond the stipulated date and time under any circumstances whatsoever. Any delay happened in the transition is at the risk of the tenderer and IIM Indore will not be responsible.
- **5.** EMD of unsuccessful bidders will be refunded.

Part "C": Other Terms & Conditions

- 1. The bid submitted shall become invalid and tender processing fee shall not be refunded if:
 - (i) If the bidder is found ineligible.
 - (ii) If the documents submitted by the successful bidder does not match with the originals before the award of work.
- 2. 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.
- **3.** 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.
- 4. 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.
- 5. The bid for the works shall remain open for acceptance for a period of ninety (90) days. 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 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- **6.** 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.

7. TAXES:

i) This works comes under Works contract. Works contract Tax/MPVAT as applicable shall be deducted from each bill paid to the contractor.

- ii) Sales tax or any other tax on material in respect of this contract shall be payable by the contractor and IIM Indore will not entertain any claim whatsoever in this respect.
- iii) Tenderer need not include service tax element in the rate as the actual service tax paid will be reimbursed if:
 - a) Original receipt of remittance is produces & verified.
 - b) Prevailing rule with regard to service taxes on work contract is applicable.
- iv) Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.
- v) Income Tax and cess as applicable shall be deducted from each bill paid to the contractor.
- vi) 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.
- vii) Any other taxes/cess as per government directives shall be deducted from each bill paid to the contractor from time to time.
- 8. The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD / IS /Other Central Govt./state Govt. norms, OEM standards applicable for IIM Indore & 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.
- **9.** The party whose tender has been accepted has to execute an agreement on non-judicial stamp paper immediately after work order is issued.
- **10.** Performance guarantee in the form BG or FDR or DD @ 5% of tendered amount has to be furnished within 10 days of issue of LOA.
- 11. If called for, originals of the document submitted shall be produced.
- 12. General condition of contract (GCC) of CPWD will be applicable.
- 13. IIM Indore reserves the full rights to increase/decrease the quantity of items in the tender as per requirement upto 50% upwards / downwards.
- **14.** Any dispute is subject to the jurisdiction of Civil Court Indore.
- **15.** This work covers the vinyl flooring as per the schedule of quantity provided in the financial bid.
- **16.** Location: The vinyl flooring is to be done at Mess-3 first floor gymnasium located inside the IIM Indore Campus.
- 17. The work shall be executed as per CPWD general specifications for Civil & electrical works with upto date amendments as per relevant IS and as per

directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read along with schedule of quantities for the work.

- **18.** The Tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering.
- 19. No T&P shall be issued by the IIM Indore and nothing extra shall be paid on account of this.
- **20.** Employer reserves the right to alter the mode of selection, accept or reject any or all bids without assigning any reason thereof.
- 21. Necessary clarification required by the IIM Indore shall have to be furnished by the Tenderer within the time given by the IIM Indore for the same. The Tenderer will have to depute his representative to discuss with the officer(s) of the IIM Indore as and when so desired. In case, in the opinion of the IIM Indore a Tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
- 22. The Tenderer will have to fill up their rates only in the price bid in BoQ format. Tenders in which the price bids are given in any other format are liable to be rejected.
- 23. A tenderer will also not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the IIM Indore.
- **24.** The IIM Indore reserves the right to reject any or all the price bids and call for fresh prices/ tenders as the case may be without assigning any reason.

25. Terms of Payment:

Payment shall be released on completion of entire work and handing over to the IIM Indore for beneficiary use.

26. Security deposit:

The security deposit will be collected by deductions from the running bill of the contractor at the rate mentioned below. The security deposit can also be deposited in cash or in the form of Government Securities, Fixed Deposit Receipts etc.

A sum @ 2.5% of the gross amount of the bill will be deducted from each running bill as well as final bill of the contractor. Such deductions will be made unless the contractor has deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts.

This is in addition to the performance guarantee that the contractor is required to deposit as per clause mentioned in the tender document.

Security deposit can be released against bank guarantee issued by a schedule bank on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that amount of any bank guarantee except last one, shall not be less than Rs. 5 lakhs.

The Bank Guarantee submitted against Security Deposit shall initially be valid up to the stipulated date of completion of the work plus two month minimum.

Refund of security deposit: The Security Deposit will be released after completion of defect liability period of one year.

27. Performance Guarantee:

The tender shall guarantee among other things, the following:

- (a) Quality, strength and performance of the materials used.
- (b) Safe mechanical and stress on all parts under all specified conditions of operation.
- (c) Satisfactory operation & stability during the DLP period.

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. This guarantee may be in the form of Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in CPWD manual. 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.

Refund of performance guarantee: The performance guarantee shall be refunded to the contractor soon after the completion of the work and recording of the completion certificate as above.

28. Rates:

- a. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include charges for forwarding, insurance, freight and delivery, fixing at site, cost of all materials, labor, sundry inputs, pattern and design, including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
- b. The Defect Liability Period (DLP) will be of 12 months from the date of handing over. Nothing extra for this period shall be paid.

29. Completeness of tender:

All sundry equipment, accessories, adhesives, etc. and all other items which are useful and necessary for fixing the vinyl flooring and components of the work shall be deemed to have been included in the tender irrespectively of the whether such items are specifically mentioned in the tender document or not.

- 30. **Completion Period:** The completion period of 45 Days indicated in the tender document is for the entire work of providing & fixing of vinyl flooring at Mess-3 first floor gymnasium at IIM Indore and handing over of the same to the satisfaction of the Engineer-in-Charge.
- 31. **Guarantee:** The flooring shall be guaranteed for a period of 12 months from the date of taking over by the institute against quality, fixing mechanism etc. The material or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the institute that undue delay is being caused by the contractor in doing this, the same will be got done by the IIM Indore at the risk and cost of the contractor. The decision of the Engineer-in Charge in this regard shall be final.
- 32. **COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:** All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications.
- 33. INDEMNITY: The successful tenderer/bidder shall at all times indemnify the IIM Indore, consequent on this works contract. The successful tenderer/bidder shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the IIM Indore shall not be responsible for any accident or damage incurred or claims arising there from during the period of fixing of flooring under the supervision of the successful tenderer/bidder in so far as the latter is responsible. The successful tenderer/bidder shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer/bidder due to the above.
- 34. **Mobilization advance:** No mobilization advance shall be paid for this work.
- 35. **Care of the Building:** Care shall be taken by the contractor while fixing of the flooring to avoid damage to the building. He shall be responsible for repairing all damages *and* restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the fixing from the site of work.

36. Milestones: The milestones will be as below:

Sl.	Description of Milestone (Physical)	Time Allowed	Amount to be with-
No.		(from date of reckoning start)	held in case of non achievement of milestone
1	"Supplying and fixing of Vinyl flooring at Mess-3 first floor gymnasium at IIM Indore"	45 Days	Rs. 50,000/-

For delay beyond 45 Days, penalty @ 1.5 % of the tender value per week as compensation for delay will be imposed.

37. LIST OF APPROVED MAKE/MATERIALS

S.No.	Material	Manufacturer/Brand Name
1	homogeneous & abrasion resistant Vinyl flooring	Solar Bright, Solutia or equivalent
2	Adhesive	Fevicol or equivalent

Sd/Dated: March 1, 2017 (V.P. Thomas)
Place: Indore (M.P.) Chief Engineer

AGREEMENT

THIS AGREEMENT made at Indore on the	day of	2017
between Indian Institute of Management Indo	ore Rau- Pithampur Road	, Indore
(hereinafter called "The IIM INDORE" which expre	ssion shall, unless repugnar	nt to the
context or meaning thereof, include its administra	ators, successors and assign	s) of the
one		part
AND		
(herein after called "The Contractor" which each context or meaning thereof, include its succeptions.		•

WHEREAS

The IIM INDORE is desirous of carrying out the "NIT No. IIMI/Project/05/2017/39 File No. 342 for the work of "Supplying and fixing of Vinyl flooring at Mess-3 first floor gymnasium at IIM Indore".

The Works are to be executed as per the schedules mentioned in tender document drawings and specifications describing the works to be done.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and Sanitary arrangements for workers, Specifications, Preambles and Schedule of Quantities and installation schedule (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of work annexed hereto at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said tendered amount).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

- In consideration of the said tendered amount to be paid by The IIM INDORE to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown upon the said Drawings strictly in accordance with the specifications and Schedule of Quantities.
- 2. The said tender conditions, scope of work and the annexures hereto shall be read

and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.

- 3. The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.
- 4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a contract on item rate basis to be carried out and to be paid for according to the Schedule of Payments at the rates contained in the Schedule of Quantities.
- 5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer In charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
- 6. The IIM INDORE reserves to themselves the right of altering the drawings and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
- 7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work within 10 days from the date of work order or from the date of handing over of the site, as provided for in the said terms and conditions, whichever is later, and shall complete the entire work within the specified period, subject nevertheless the provisions for extension of time as may be agreed to by the IIM INDORE and as contained in the said conditions.
- 8. All payments by the IIM INDORE under this contract shall be made only at Indore.
- 9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Indore and courts in Indore only shall have jurisdiction to determine the same.
- 10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of Director IIM INDORE.
- 11. This contract shall be signed in duplicate, the original whereof shall be kept in

the custody of the IIM INDORE, and the duplicate with the Contractor.

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	
·		Signature: Name: Designation:
IN THE PRESENCE OF	(4)	.
	(1)	Signature: Name: Address:
	(2)	Signature: Name: Address:

Indian Institute of Management Indore

Part- II: Financial Bid

Ref: Tender Notice No. IIMI/Project/05/2017/39 File No. 342

Name of Work: "Supplying and fixing of Vinyl flooring at Mess-3 first floor gymnasium at IIM Indore"

Sl. No.	Item Description	Units	Quantity	Unit Rate	Total Amount	Total Amount in Words
	Supply & Fixing of homogeneous & abrasion resistant Vinyl flooring 3mm thick of desired shade & in desired patterns, in first floor gymnasium at Mess-3, and cleaning of existing surface & fixing within suitable adhesive to give smooth & even floor with all labour, material & T&P etc as required for proper completion of work.		3380			
Tatal	Amazinat (in Da \					
	Amount (in Rs.) : Amount in words :					
	Amount in words :	Seal	ature, Desi <u>ş</u>	gnation		
	Amount in words : Na & : Da	Seal te	ature, Desig	gnation		
	Amount in words : Na &: Da Na	Seal te	dder Firm	gnation		
	Amount in words : Na & S Da Na Co	Seal te me of Bio	dder Firm rson	gnation		