

भारतीय प्रबंध संस्थान रायपुर
INDIAN INSTITUTE OF MANAGEMENT RAIPUR

भारतीय प्रबंध संस्थान रायपुर में 33/11 के.वी ट्रांसफार्मर, एच
टी- एल टी, आर एम व्य एवं अन्य पैनलस, डीजी सेट सबस्टेशन,
एस. टी. पी, डब्लू. टी. पी, इस्काडा, आंतरिक और बाहरी विद्युत
प्रतिष्ठान के संचालन और रखरखाव के लिए ई-निविदा दस्तावेज
e-Tender Document for the Operation &
Maintenance of 33/11 kv Transformer; HT- LT,
RMU & other Panels, DG Set Substation, STP,
WTP, SCADA and Internal & External Street
Lighting & Electrical Installations at Indian
Institute of Management Raipur

(सी.पी.पी.पी (<https://eprocure.gov.in/cppp/>) के माध्यम से ऑनलाइन निविदा

Online tendering through CPPP (<https://eprocure.gov.in/cppp/>))

भारतीय प्रबंधन संस्थान रायपुर
अटल नगर, पी ओ - कुरु (अभनपुर),
रायपुर - 4 9 66 661, छत्तीसगढ़
वेबसाइट: <http://www.iimraipur.ac.in/>

Indian Institute of Management Raipur
Atal Nagar, P. O. - Kurru (Abhanpur),
Raipur – 493 661, Chhattisgarh
Website: <http://www.iimraipur.ac.in/>

विषय-सूची

Contents

S No	Item	Page No
1	Section 1 Notice Inviting Tender & Eligibility Criteria	03 to 05
2	Section 2 Instructions to Bidders	06 to 12
3	Section 3 General (Commercial) Conditions of the Contract	13 to 18
4	Section 4 Special Conditions of the Contract	19 to 26
5	Section 5 Agency details (Annexure-I) and Tender Acceptance Letter (Annexure-II)	27 to 29
6	Section 6 Bill of Quantity (BOQ) and Price Bid Schedule	30 to 30

Section-1

निविदा आमंत्रित सूचना **NOTICE INVITING TENDER**

IIM Raipur invites e-tender (online tender through CPP Portal) from reputed and experienced agencies under two bid system Technical Bid (Part-I) & Financial Bid (Part-II) for providing service for the Operation & Maintenance of 33/11 KV Transformer, Panels, DG Set Substation, STP, WTP, SCADA and Internal & External Electrical Installations at Indian Institute of Management Raipur.

अनुसूची और निविदा के अन्य विवरण निम्नानुसार हैं:

The schedule and other details of Tender are as under:

Tender Name	Providing service for the Operation & Maintenance of 33/11 KV Transformer, Panels, DG Set Substation, STP, WTP, SCADA and Internal & External Street Lighting & Electrical Installations at Indian Institute of Management Raipur.
Tender No.	IIMR/Tender/2020/11 dt.05.11.2020
Period of Contract	Period of contract will be initially for two year which may be extended up to two years (two years + one-year extension + one-year extension) on same rate and terms & conditions. Performance of the vendor will be reviewed each year.
Publish Date	05.11.2020
Bid Opening Date	27.11.2020 @ 03:35 PM
Bid Document Download Start Date	05.11.2020 @ 12:05 PM
Bid Document Download End Date	26.11.2020 @ 03:30 PM
Bid Submission Start Date	05.11.2020 @ 12:05 PM
Bid Submission End Date	26.11.2020 @ 03:35 PM
Date for opening of Financial Bid	Will be intimated to technically qualified bidders only
Tender Fee	Rs.590 (Rs.500 + 18 % GST) (Rupees five hundred ninety only) in form of DD
EMD (Earnest Money Deposit)	Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only)
Location of the service	IIM Raipur, Atal Nagar, P. O. – Kurru (Abhanpur), Raipur – 493 661, Chhattisgarh
Delivery of service	Within 15 days from date of LOI / LOA
Contact Person for tender	Mr.Aswhani Bhardwaj (Sr.SPO) 0771-2474-705 / 9179858388
Contact person for site visit	9755543169
Pre bid queries	Bidders are requested to send their pre-bid queries on or before 12.11.2020 through email on je@iimraipur.ac.in , caoffice@iimraipur.ac.in and mention subject name Prebid query & tender no. IIMR/Tender/2020/11

	dt.05.11.2020. After due date no queries will be entertained further. Replies to the queries will be made and to be uploaded on CPP portal and Institute website on or before 17.11.2020.
--	--

This tender document containing eligibility criteria, scope of work, terms and conditions, evaluation process under two bid system, technical specification and other documents, can be seen/downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in> or Indian Institute of Management Raipur website: <http://www.iimraipur.ac.in>.

This tender is required to be uploaded on the website <https://eprocure.gov.in> and nowhere else as it will be opened online at this site only.

The contract will be valid initially for two years, which may be extended subject to satisfactory performance at the sole discretion of IIMR on an annual basis for a further period of up to two years. The tenderer shall deposit Earnest Money of Rs.1,25,000.00 (Rupees One Lakh Twenty Five Thousand only) through Demand Draft drawn in favour of “**Indian Institute of Management Raipur**” payable at Raipur through a scheduled bank only.

The tenderer shall sign and stamp each page of this tender document as taken of having read, understood and comply with tender, the terms and conditions contained herein.

Manual bid/tender will not be accepted under any circumstances. Incomplete bid/documents shall be rejected without giving any reason.

Bidders are advised to visit e-tendering (CPP Portal) portal <https://eprocure.gov.in> and Institute website <http://www.iimraipur.ac.in> regularly for updates/amendments, if any.

Bidders are advised to make the site visit at iim raipur campus for the exact nature and quantity of the equipment's which installed at IIM Raipur.

पात्रता मापदंड

Eligibility Criteria

1. Bidder should have experience of having successfully completed * similar works for the order value of Rs 50,00,000 /- or more during the last 3 financial years ending 31st March 2020.

(* Similar works for the order value of Rs 50,00,000/- or more during the last 3 FYs means : Sum of any similar work order which may includes operation & maintenance / installation & commissioning of Transformer rating 500 KVA or more, DG set substation, High mast maintenance / street light, VCB, LT cable laying, HT cable laying, earthing & lighting arrestor system, supply & installation of any 6 Amp, 16 Amp, 32 Amp, 63 Amp MCB Switch along with conduit wiring in offices / multi storied buildings /Malls/ reputed Government or private institution and Establishments)

(Please submit copy of work order / agreement & work completion certificate issued by the Client).

2. The Bidder should not have been barred / blacklisted by any PSU/Govt. Dept. in doing business with them (Undertaking must be uploaded online).
3. The average Annual Turn Over the Bidder should be more than One Crore of last two FYs (CA certified FY wise turn over certificate must be uploaded online).
4. The firm of the Bidder should be GST registered (Submit the copy of GST registration certificate).
5. The Bidder should have minimum valid D class contractor license affiliated to state / central govt public work department (Submit the copy of license online).
6. The Bidder should have its own registered office in Raipur Chhattisgarh with registered helpline number (Please submit documentary proof of the Establishment).
7. The Bidder shall have valid ISO and OSHAS certificate.
8. The Bidder should be submitted seal and sign of the tender document and uploaded the same online.

Note: Bidder must uploaded online through CPP portal the necessary supporting documents as proof in respect of the eligibility criteria mentioned above in technical bid.

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

Chief Administrative Officer

SECTION-2

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 “Institute or IIMR” means Indian Institute of Management Raipur, at Atal Nagar Raipur Chhattisgarh.
- 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 work order.
- 2.1.4 “Letter of Intent (LOI)” means the communication of the intention of the Institute to the Bidder to place the Institute Order for the former’s offered goods/services.
- 2.1.5 “Work Order (PO)” means the order placed by the Institute on the Contractor duly signed by the Institute’s authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6 “Contract Price” means considerations payable to the Contractor/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 COST OF WORK ORDER 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 & Eligibility Criteria

Section 2 Instructions to Bidders

Section 3 General (Commercial) Conditions of the Contract

Section 4 Special Conditions of the Contract

Section 5 Agency details (Annexure-I) and Tender Acceptance Letter (Annexure-II)

Section 6 Bill of Quantity (BOQ) and Price Bid Schedule

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 Raipur Website and these amendments will be binding on them. Bidders are advised to visit IIM Raipur 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

Prices should be inclusive of GST and all other transit insurance, freight and Service Tax etc. 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 form of Demand Draft or Pay Order from a Scheduled Bank in favour of Indian Institute of Management Raipur.

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

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/Performance guarantee /other security deposit.

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 120 days after the date of bid opening.

2.10 CLARIFICATION OF BIDS

2.10.1 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.

2.10.2 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.

2.11 EVALUATION OF TENDERS

2.11.1 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.

2.11.2 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.

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

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

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

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

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

2.11.8 INSTITUTE shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 INSTITUTE'S RIGHT TO VARY QUANTITIES

2.12.1 The Institute reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.12.2 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.

2.13 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.

2.14 ISSUE OF LETTER OF INTENT

2.14.1 The issue of Letter of Intent shall constitute the intention of the Institute to place the letter of award with the successful bidder.

2.14.2 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.

2.15 CANCELLATION OF LETTER OF INTENT

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.

2.16 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.

2.17 DELIVERY

Completion of work shall be done by the Contractor in accordance with the terms specified by the Institute in the Special condition of the contract and work shall remain at the risk of the Contractor until works have been completed in full. The Schedule of quantity & time shall be the essence of the contract.

2.18 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

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form.

2.19 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.

2.20 INSTRUCTIONS OF ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of e-Token/Smartcard to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
11. From my tender folder, he selects the tender to view all the details indicated.
12. 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.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
14. If there are any clarifications, this may be obtained through the site. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Tender Fee/EMD as applicable and enter details of the instruments.
19. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
20. 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.

21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.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.
23. 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 bid online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. 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.
26. All the data being entered by the bidders would be encrypted using PK! encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. 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: 180030702232 or send a mail over to cppp-nic@nic.in.

-END OF SECTION 2-

SECTION – 3

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery 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.

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)/P.O./WO., 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.

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 successful tenderer will have to deposit a Bank Guarantee of 10 % of the total order value in favour of " Indian Institute of Management Raipur" payable at Raipur drawn on any Nationalized Bank / Scheduled bank and valid for 60 days beyond the expiry period of contract.

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).

3.6 TRAINING (WHERE REQUIRED)

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

3.6.2 The successful bidder shall provide all training materials and documents and aids.

3.6.3 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 works to be done 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 warrantee shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.

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 24 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 works to be furnished under the contract are to be specifically manufactured for the Institute. Method of transportation or packing.

- b) Place of delivery.
- c) Services works 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 delivery 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 delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery 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 delivery is of no use to a 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

3.11.2 In the event of any dispute arising between Indian Institute of Management Raipur 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 Raipur who may himself act as sole arbitrator or may name as sole arbitrator an officer of IIM Raipur /outside IIM Raipur 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 Raipur.

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 C.G. 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 his 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 one month 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 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.

3.14 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.

3.15 REPLACEMENT OF DEFECTIVE EQUIPMENT

3.15.1 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.

- 3.15.2 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 three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.16 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 nonperformance 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 Director, IIM Raipur 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.

3.17 TERMINATION FOR DEFAULT

- 3.17.1 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 inwriting) after receipt of the default notice from the Institute.
 - d) On a notice period of 30 days.

3.17.2 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.

3.18 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.

END OF SECTION-3

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT

4.1 PLACE OF INSTALLED EQUIPMENTS UNDER OPERATION & MAINTENANCE CONTRACT

Indian Institute of Management Raipur

4.2 PAYMENT TERMS

- (i) Payment will be made on monthly basis after submission of bill in the succeeding months duly verified by Engineer In-charge / CAO.
- (ii) On submission of consumable item sheet duly verified by Engineer In-charge / CAO.

4.3 PAYING AUTHORITY

Indian Institute of Management Raipur

4.4 INSPECTION AUTHORITY

Indian Institute of Management Raipur

4.5 VALIDITY OF PERFORMANCE SECURITY

Successful bidder is required to submit Performance Bank Guarantee for a value of 10 % of value of WO with validity up to contract period plus 3 months for final handing over of AMC covered equipment's, within 10 days from date of issue of WO.

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 Sub-station & other electrical installations as per the electrical installation and scope of work shall be taken over by the agency for operation & maintenance in the existing conditions and if any initial repairs or replacement of any part or modification of any nature is required in the existing system/equipment, the same shall be carried out by the agency within the quoted rates.

4.8 SCOPE OF WORK:

4.8.1 The scope of work will cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete sub-station equipment comprising H.T panels, transformers, L.T panels, other panels, Bus ducts, rising mains, Power cables, STP,WTP, SCAD system, Internal & External Electrical wiring and installations, lighting etc. as per details of installations and general scope of work mentioned below in paras.

4.8.2 Scope of work also includes liaison with CSPDCL regarding 11KV Feeder Power connection to Institute so as to ensure uniform power supply.

4.8.3 The work shall be generally carried out as per CPWD guidelines / SOP for electrical works and as per the norms set by the manufacturers of respective equipment, specifications and specific instructions as may be issued by the CAO/ Institute Engineer in charge responsible for work from time to time. Brief description of maintenance activities generally carried out as mentioned below in general scope of work.

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

4.8.5 Service of the contractor will be for 24 x7, 365 days in the IIM Raipur Campus. the help line number will be operational 24x7 (Provision for the intercom / landline will be provided by the IIM Raipur at designated place of site), call has to attend by your site operator/ supervisor/ engg . in all time i.e 24 x7 The help-line number may be on 'auto-record' mode or shall be diverted to a pre-defined mobile/ landline number.

4.8.6 Electrical installations and general scope of work

The following scope of work is only indicative, and contractor is advised to use his own judgement in evaluating the quantum of work involved in round the clock operation and maintenance of the systems.

A. Operation and Maintenance of external electrical works at IIM Campus			
Sr. No	Description of works	Unit	Qty
1	Operation and Maintenance of 33 KV Switch yards	Job	1
2	Operation and Maintenance of 33/11 KV Power Transformer	Nos	2
3	Operation and Maintenance of 33 KV HT Panels	Nos	3
4	Operation and Maintenance of 11 KV HT Panels (11 Cubical)	Set	1
5	Operation and Maintenance of 11 KV DG Set	Nos	1
6	Operation and Maintenance of DG main 11 KV HT Panels (06 Cubical)	Set	1
7	Operation and Maintenance of NGR Panels	Set	1
8	Operation and Maintenance of DG Synchronizing Panel	Nos	1
9	Operation and Maintenance of CSS	Nos	1
10	Operation and Maintenance of 33 KV HT Cable (3 core x 300 Sq.mtr)	Job	1
11	Operation and Maintenance of 11 KV HT Cable (3 core x 400 sq.mtr)	Job	1
12	Operation and Maintenance of RMU Panels at ESS-2,3,4	Nos	3
13	Operation and Maintenance of Dry Type Transformer at ESS-2,3,4	Nos	4
14	Operation and Maintenance of LT Panels at ESS-2,3,4,1	Job	1
15	Operation and Maintenance of MCC & PCC of Chiller unit panels at ESS-2	Nos	2
16	Operation and Maintenance of LT Cables at ESS-2,3,4,1 & Building	Job	1
17	Operation and Maintenance of Feeder pillars at IIM Campus	Job	1
18	Operation and Maintenance of Floor Panels at all building of IIM Campus & ESS	Job	1

B. Operation and Maintenance of STP WTP & AHU unit at IIM Campus			
Sr. No	Description of works	Unit	Qty
1	Operation and Maintenance of AHU control panels	Job	1
2	Operation and Maintenance of AHU motores	Job	1
3	Operation and Maintenance of VFD panels at STP	Job	1
4	Operation and Maintenance of control panels at STP	Job	1

5	Operation and Maintenance of all pumps and motors at STP	Job	1
6	Operation and Maintenance of VFD panels at WTP	Job	1
7	Operation and Maintenance control panels at WTP	Job	1
8	Operation and Maintenance of LT panels at STP & WTP	Job	1
9	Operation and Maintenance of all pumps and motors at WTP	Job	1

C. Operation and Maintenance of Sensitive Motor Pumps of the WTP & STP at IIM Campus

Sr. No	Description of Equipment	Wattage	Unit	Qty
STP Pumps for Maintenance				
1	Filter Feed Pump (1 W + 1 S)	4 KW	Nos	1
2	Hydro Pneumatic Pump for drip irrigation (2 W + 1S) + Pressure Tank (02 Unit)	2 KW	Nos	1
3	Hydro Pneumatic Pump for drip irrigation (2 W + 1S)	7.5 KW	Nos	1
4	Sewage Transfer Pump (1 W + 1 S)	2.2 KW	Nos	1
5	Sewage Re-Circulation Pump (1 W + 1 S)	3 HP	Nos	1
6	Soft Water Transfer Pump (1 W + 1 S)	3 H KW	Nos	1
7	Softener Feed Pump (1 W + 1 S)	2.2 KW	Nos	1
8	Back Wash Pump (1 W + 1 S)	1.5 KW	Nos	1
9	Air Blower (2 W + 1 S)	12.5 HP	Nos	1
10	Screw Slurry Pump, 1.1 KW	1.1 KW	Nos	1
11	UV System (Irrigation Pump)	730 W	Nos	1
12	UV System (Flushing Pump)	730 W	Nos	1
13	UV System (Softener Transfer Pump)	730 W	Nos	1
WTP Pumps for Maintenance				
1	Filter Feed Pump (2 W + 1 S)	5.5 KW	Nos	1
2	Irrigation Pump (1 W + 1 S)	2.2 KW	Nos	1
3	Hydro Pneumatic Pump (2 W + 1 S) with VFD	5.5 KW	Nos	1
4	Submersible Pump (1 W + 1 S)	1.5 KW	Nos	1
5	Air Blower Pump	1.1 KW	Nos	1
6	Back Wash Pump	1.5 KW	Nos	1

D. Operation and Maintenance of Critical Components of the WTP & STP at IIM Campus

Sr. No	Description of Equipment	Unit	Qty
Filter (STP)		Nos	1
1	Multi-grade Sand Filter		1
2	Active Carbon Filter		1
3	Softener with Brine Tank		1
4	Air Vent for MBBR1 / MBBR 2		1
5	Filter Press		1
6	Bar Screen		1
7	Chlorine Dosing System for Softener		1
8	Chlorine Dosing System for Filter Feed Tank		1
9	Flow Meter (Equi-1)		1
10	Flow Meter (Carbon Filter Out-1)		1
11	Flow Meter (MBS)		1
12	PH Meter		1
WTP Elements for Maintenance			
1	Multi-grade Sand Filter		1

2	Active Carbon Filter	Nos	1
3	Softener Tank		1
4	Chlorine Dosing System for Raw Water		
5	Chlorine Dosing System for Filter Water		1
6	Flow Meter (BMS)		1
7	Flow Meter (TDS)		1
8	25 MM Dia Sight Tube with Isolation Valve		1
9	1300 CFM Vane Axial fan with Starter Panel		1
10. Maintenance of Fire Hydrant and Sprinkler system			
a.	Jockey Pump	No	2
b.	Main hydrant pump	No	2
c.	Diesel pump	No	1
d.	Booster pump with starter panel	No	18
e.	Fire shaft	No	130
f.	External fire hydrant	No	34

E. Operation and Maintenance of internal /external street lighting etc at IIM Campus			
Sr. No	Description of works	Unit	Qty
1	Operation and Maintenance of all street lights (external & internal lighting) at IIM Campus	Complete-Job	
2	Repairing and replacement of street light at IIM Campus		
3	Operation and Maintenance of solar light at IIM Campus		
4	Repairing and replacement of solar light at IIM Campus		
5	Operation and Maintenance of all electrical internal & external works of all infrastructure at IIM Campus		
6	Repairing and replacement of all internal and external works of all infrastructure at IIM Campus		

F. Operation and Maintenance of SCADA System at IIM Campus			
Sr. No	Description of Equipment	Unit	Qty
1	RTU Panel	Nos	4
2	Workstation PC	Nos	3
3	SCADA Software (01 Server & 02 Client)	Nos	3
4	Network Printer	Nos	1
5	UPS 3KVA	Nos	1
6	Battery rack with battery	Set	1
8	Ethernet Cable	Mtr	305
9	GPS Tie Synchronising unit with antenna	Nos	1
10	Laptop	Nos	1
11	OFC Ring etc.	Set	1
12	HMI	Nos	4

Note:

1. Bidders are advised to make the site visit at iim raipur campus for the exact nature and quantity of the equipment's which installed at IIM Raipur.

2. One year cost of and cost of any maintenance to be included in the price quoted including cost of manpower to be deployed for operation and maintenance. However, the consumables & spare parts will be excluded in the scope of work. Supply for the consumable and spare parts will be under the scope of contractor, for this, payment of material and consumable will be paid by the Institute to Contractor against on the basis of reimbursement of the actual printed

GST bill amount plus 2 % commission (as freight/ service charge etc.) on each bill amount towards arrangement and supply of spare / non consumable and consumables. Please note that for the regular and routine consumable / non consumable items, contractor should always have stock in their local store for the smooth functioning & running of equipment's. The contractor will provide the list of such items to Institute before execution of AMC Contract. Register for the same must be maintained by Engg I/c (IIM Raipur for the consumption of such items.

4.8.7 OPERATIONAL SCOPE OF WORK

- 1) To operate and maintain DG set with rating of 11 KV the HT and LT power equipment i.e right from the outgoing point of metering equipment, 11KV oil immersed circuit breakers, HT cables, HT panels, transformers, incoming and outgoing LT panels, Switch gear, feeder panels, feeder switchboards, associated protection equipment's, cables, control cables, LT bus ducts, battery charges, capacitor panels/power factor correction systems, pump panels, mechanical ventilation and pressurizing system etc. and their associated switchgear etc. round the clock throughout the year.
- 2) To monitor & record the incoming supply parameters, make necessary tap to in changing to maintain the voltage in limits, maintain the power factor at not less than 0.9 lagging by switching the capacitor banks, to keep the maximum demand within prescribed limits etc.
- 3) To maintain the Internal and External Electrical Installations like lights, fittings, power outlets, switchboards, distribution boards etc cable & wiring pertaining to the same in good working condition. Attending to the complaints/ faults, preventive maintenance to avoid breakdowns etc. round the clock throughout the year.
- 4) To check earth pits pertaining to all equipment's, systems and buildings etc. Watering them as and when required and testing their earth resistance etc.
- 5) To check the transformers parameters and cooling systems for leakage of transformer oil and topping up of the same as and when required.
- 6) To check/clean with CTC/ tighten all electrical contacts monthly. The heated terminals if required to be made in proper condition by using appropriate size crimping tool and lugs.
- 7) To check and replace, if necessary, the performance of all operational safeties. This activity has to be done at least once in three months and if required earlier too.
- 8) To check and clean all electrical fittings including fans on monthly basis and as per requirement.
- 9) To lubricate motor/pumps bearings periodically and replace the bearings when necessary and submission of report on monthly basis.
- 10) To check electrical circuits and rectify faults as and when necessary.
- 11) To clean, tighten electrical contact points once a month.
- 12) To replace electrical contacts and other items as and when required.

- 13) To tighten all the fasteners of the bus ducts, bus bars and cables as and when necessary and at least once in three months. Also to re-terminate the heated up contacts and replace cabling/wiring as and when necessary.
- 14) To ensure that the control circuitry of all systems are perfectly working.
- 15) To check the silica gel of the transformers and to dry them as and when required.
- 16) To test the oil samples of transformers and to give suggestions for dehydration of oil if required.
- 17) To arrange for a well-equipped first-aid box and maintain it in a healthy condition to take care of first aid for any eventualities of their workman at site.
- 18) Arrange all type of repairs, spares & consumables required for proper working of electrical installations.
- 19) Any other electrical works as assigned by the engineer in charge essentially required for keeping the equipment's in good healthy working conditions though not indicated above.
- 20) Operation of DG sets during office working hour and holidays whenever required.

4.9. PERIOD OF CONTRACT

Operation & Maintenance Contract shall be initially for a period of two year which may be extendable for further period of two years on same rate and terms & conditions subjected to satisfactory performance of contractor.

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 PENALTY OR LD CLAUSE

4.11.1 In case of any abnormal delay on the part of the agency beyond the specified time, penalties shall be imposed and recovered from the monthly bills as under:

Minor Breakdown Rs.500/- per hour of delay subject to maximum of Rs.5000/- per fault.
Major Breakdown - Rs.1000/- per hour of delay subject to maximum of Rs.10000/- per fault.

Penalty will be imposed in following cases: -

1. If it is found that the fault has come due to the poor maintenance, penalty will be imposed as per above.
2. If delay is found to rectify the fault.

Proper report will be submitted by engineer in-charge / CAO to Competent authority for the fault issues. Accordingly, for the penalty.

4.12 TOOLS & PLANTS

All the general & special tools, tackles i/c chain pulley blocks etc. required for proper 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.

4.13 SCHEDULE OF MAINTENANCE

Within the one week of award of work, the contractor shall submit for approval of INSTITUTE enclosing the detailed of the manpower (with experience details) to be deployed at site, schedule of operation, routine, special and preventative maintenance along with daily fortnightly and monthly activities so all works and execute as per directions of CAO/ Engineer in charge, INSTITUTE.

4.14 RECORDS TO BE MAINTAINED AT SITE

The following Register shall be maintained by the contractor at site and to be got signed by CAO/ Engineer in charge, Institute

- General Maintenance Log Book.
- Preventative Maintenance / Breakdown Log Book.
- Account of receipt & issue of spare parts and consumable items for maintenance & repairs.

4.15 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.

4.16 MATERIAL AND CONSUMABLES

All the required replacement material and consumables required for keeping all the installations in good working conditions shall be arranged by the contractor. However, payment of material and consumable will be paid by the Institute to Contractor against on the basis of reimbursement of actual printed GST bill amount & 2 % commission (as freight/ service charge etc.) on each bill amount for the spare and consumables.

4.17 PERIOD OF OPERATION

The system shall be kept in good working conditions round the clock without any defect.

4.18 EXIT CLAUSE

Contract can be reviewed any time.

The contract can be terminated by giving two-month notice period by the Institute and two-month notice by the contractor.

4.19 CONTRACT AGREEMENT

The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 100/- (One hundred only). IIMR reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.

4.20 OTHER

- Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site on the day of

the pre-bid meeting or before submitting bid. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work do be done.

- The IIMR will not provide any residential space for accommodation to the Agency. The agency has to make its own arrangement for the residential accommodation to the deployed staff.
- The scope of work may change during the period of contract by mutual consent.
- The IIMR is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders. IIMR reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. In case of first lowest is more than one, then it would be at the discretion of the IIMR.
- Sub-Contracting: The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract if any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
- The contractor and his employees shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions and Safety Regulations.
- Misconduct: The conduct/characters/antecedents and proper bonafide of the workers shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees to the Institute. All the employees should be police verified.
- The persons employed by the contractor will be the employees of the contractor and the IIMR shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the IIMR and the personnel employed by the contractor shall have no right whatsoever to claim employment or other rights from the IIMR.
- There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted. An undertaking to this effect on firm letterhead should be attached.
- IIMR reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
- IIMR reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it felt necessary in the benefit of the Institute.
- The decision of the Director of IIMR will be final in all respect and will be acceptable to all the tenderers.

- END OF SECTION 4 –

SECTION-5

**Annexure-I
Agency Details
(Detail must be uploaded online)**

I. Details of Tenderer		
<u>Sr.</u>	<u>Particulars</u>	<u>Details</u>
1	Name of Tendering Agency	
2	Name of the Proprietor/ Director/ Partner	
3	Full Address of registered office with pin code	
4	Mobile number of two top officials with name and designation	
5	E-mail ID of the two top officials with name	
6	Website of the agency, if any	
7	Name and designation of authorized person with mobile number (authorization letter to be enclosed)	
II. Registration and other statutory / supporting necessary document details:		
1.	Name of the agency (Individual/ Proprietor/ Pvt. Ltd./ Ltd Company etc.) and Month & Year of the Establishment (attach self- attested copy) A copy of the establishment registration certificate must be uploaded in Technical Bid part

2.	Address of the registered office in Raipur Chhattisgarh with registered helpline number A copy of the registration certificate must be uploaded in Technical Bid part
2.	GST Registration Number A copy of GST certificate must be uploaded in Technical Bid part
3.	Avg, Turn Over for the last two FY	FY 2018-19 Rs..... FY 2019-20 Rs..... A copy of CA Certificate must be uploaded in Technical Bid part
4.	Valid A / B / C/ D class contractor license affiliated to state / central govt. public work department.	License number..... Date..... Valid upto..... A copy of license must be uploaded in Technical Bid part
5.	ISO & OSHAS Certificate	ISO..... Validity upto..... OSHAS Validity upto..... A copy of certificates must be uploaded in Technical Bid part
6.	Non-black list certificate	Submitted (pleas tick) Yes / No A copy of self declaration certificates must be uploaded in Technical Bid part
7.	Seal and Sign of the Tender document with Tender Acceptance Letter Annex II	Submitted tender document (pleas tick) Yes / No Submitted Acceptance letter (pleas tick) Yes / No

Certified that all above information's are correct to the best of my/our information, knowledge and belief. All the attached relevant documents are duly signed, sealed and serially numbered.

Place:

Date:

(Signature of the bidder with seal)

Annexure-II
TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,
Director
IIM Raipur

Date :

Sub.: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: IIMR/Tender/_____ dated _____

Name of Tender / Work: _____.

Dear Sir,

1. I/We have downloaded I obtained the tender document (s) for the above mentioned 'Tender/Work' for the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.____to____ (including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totally / entirely.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

END OF SECTION-5

SECTION 6

PRICE BID SCHEDULE

Sr. No	Item Description	Quantity of month	Total amount (exc. GST) for 12 months
1.	<p>Annual Maintenance Contract for the Complete operation & Maintenance of 33/11 KV Transformer; HT- LT, RMU & other Panels, DG Set Substation, STP, WTP, SCADA System and Internal & External Steel lighting and electrical Installations at Indian Institute of Management Raipur as per the scope of work, electrical installation & general scope of work, operational scope of work and all other as per tender documents.</p> <p>Consumable and spares parts used in Maintenance; operation & repairing and during breakdown shall be paid separately by the Institute as per the condition mentioned in tender document. Dismantled spares shall be deposited to the maintenance office of the Institute.</p>	12 months	

Note: GST (if applicable) will be paid extra as per actual at the time of billing

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

Note:

(i) No other charges would be payable by Client.

(ii) There would be no increase in rates during the Contract period except provision under the terms & conditions.

(Signature of Bidder with seal)

Name :

Seal :

Address :