



# **INDIAN INSTITUTE OF MANAGEMENT RAIPUR**

## **TENDER DOCUMENT**

**NIT No. IIMR/IT-CS/CAMC/IT/2018-19/11; Dated: 15<sup>th</sup> March 2019**

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF  
COMPUTERS AND ITS PERIPHERALS AT INDIAN INSTITUTE OF  
MANAGEMENT RAIPUR

**NOTICE INVITING TENDER**  
**(NIT NO. IIMR/IT-CS/CAMC/IT//)**

**Online bids** under Two-Cover system are invited on behalf of IIM RAIPUR from reputed firms for following Services:

S.No	Particulars	Details
1.	Work	<b>Comprehensive Annual Maintenance Contract (CAMC) of computers Printers and its peripherals at IIM Raipur, Atal Nagar,P.O.-Kurru(Abhanpur),Raipur-493661, Chhattisgarh.</b>
2.	Estimated Cost	<b>5.5 Lakhs</b>
3.	Cost of Tender (Non- Refundable)	Rs 590/- incl. of GST (Rupee Five Hundred Ninety Only)
4.	Earnest Money Deposit	<b>Rs 20,000/- (Rupee Twenty Thousand Only)</b>
5.	AMC Period	<b>1 Year</b>
6.	Document Download Period	<b>15<sup>th</sup> March 2019 to 5<sup>th</sup> April 2019</b>
7..	Clarification Period Date & Time	<b>Upto 25<sup>th</sup> March 2019</b>
8.	Last date of Bid submission	<b>5<sup>th</sup> April 2019 upto 1.00 P.M.</b>
9.	Tender Opening Date	<b>8<sup>th</sup> April 2019 at 3.00 P.M</b>
10	Contact Persons	<b>Pr`iyank Mittra, (0771-2474609) (for Technical query) Ashwani Bharadwaj (0771-2474705) (for tender query)</b>

**Note: \*EMD (in the form of DD/BC in favour of IIM Raipur, payable at Raipur (in original) or attested copy of valid Micro and Small Enterprise registration should be submitted in the Office of the Tender Inviting Authority on or before the last date and time of bid submission failing which the tender shall be summarily rejected.**

- The details of work are available in the tender document which can be downloaded from website [www.iimraipur.ac.in](http://www.iimraipur.ac.in) and Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> and the bid is to be submitted online only on [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) upto last date and time of submission of tender. Sale of physical tender document is not applicable.
- The prospective bidder shall fulfil the following minimum eligibility criteria:
  - The bidder should be registered with any Govt. Depts i.e., Central Govt./ State Govt./ PSU OR Registered under MSME/NSIC OR registered under Shop & Establishment Act/ Companies Act.
  - The bidder's firm/company/Agency should be ISO Certified for services.
  - The eligible firms shall have average annual turnover not less than Rs50.00 Lakh during last three financial years ending 31st March 2018
  - The bidder must be registered under GST Registration.
  - The bidder should have a valid Permanent Account Number (PAN) allotted to firm/proprietor.
  - The bidder should have experience of having successfully completed similar works in any Govt. Deptt./ PSU during last five years ending last day of month previous to the month of issue of NIT should have following:
    - One similar completed work costing not less than the amount equal to Rs 6 Lakh.
    - One similar work completed (apart from above a.) for at least 200 computers.
    - One Annual Maintenance Contract for LAN (apart from above a & b) of more than 200 nodes connected in LAN under Window/Linux/NT environment.
- The details/ information regarding online tendering i.e. Registration on CPP Portal, Preparation of Bid and Submission of bid are available in the tender document.** IIM RAIPUR reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

For and on behalf of IIM Raipur

**Sd/-**  
**CAO,IIM Raipur**

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## **Section – I**

# **INSTRUCTIONS TO BIDDER**

## **Section-I** **Instructions to Bidders**

### **A. GENERAL:**

1.1 Online bids under two envelope/cover system is hereby invited on behalf of IIM RAIPUR for **Comprehensive Annual Maintenance Contract (CAMC) of computers and its peripherals at Indian Institute of Management Raipur, Cheriya Gaon, Naya Raipur in newly constructed campus** Tender forms can also be downloaded from [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Institute/ Employer. It also provides information on online bid submission, opening, evaluation and contract award.

Matters governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not normally included in this section, but instead under Terms and Conditions of Contract.

### **1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

#### **1.2.1 REGISTRATION:**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "**Online Bidder Enrollment**" option available on the home page. Enrolment on the CPP Portal is generally free of charge.
- (ii) During enrolment /registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID / password and the password of the DSC /eToken.

#### **1.2.2 PREPARATION OF BIDS**

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.  
After selecting the tender document same shall be moved to the 'My favourite' folder or 'My tenders' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any clarifications if required then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, GST, other details etc., under "My Space" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

### 1.2.3 SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- (ii) **Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document under Clause No. 13.0 of ITB. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of bid submission. Otherwise the uploaded bid will be rejected.** Bidder should send the EMD & Tender fee through Indian postal Service/ Courier services.  
Micro and Small Scale Enterprises (MSEs) under their single point Registration Scheme for the goods/ services at NSIC or District Industries Centre (DIC) or Khadi & Village Industries Commission (KVIC) or Khadi & Village Industries Board (KVIB) or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum for stores/works/services shall be provided benefits as per the "Public Procurement Policy for Micro and Small Scale Enterprises (MSEs) Order 2012".  
Eligible MSEs are exempted from furnishing the Bid Security Deposit/ EMD and tender fee. They should furnish with the bid a notarized copy of valid registration certificate/ Entrepreneurs memorandum (EM-II) details/ other relevant documents issued by above board/body in their favour, for the goods/ services covered under this tender document, in the Office of the tender inviting authority **on or before the due date** and time of submission of EMD and tender fee. **No other bidders are exempted from furnishing the Bid Security Deposit/ EMD and Tender Fee as mentioned above.**  
Bids received unaccompanied by either an acceptable EMD or valid certificate of registration from MSEs shall be rejected as being non responsive and returned unopened to the bidders. IIM RAIPUR shall not be responsible for any delay or loss due to postal or courier services.  
The details of the DD/BC or registration under MSME/NSIC, physically sent, should tally with the details available in the scanned copy during bid submission time otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

- (iv) Bidder shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the **DD/BC**.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vi) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (vii) Utmost care shall be taken for uploading Schedule of quantity & Price and any change/ modification of the price schedule shall render it unfit for bidding.**  
Bidders shall download the Schedule of quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rates both in figures and words in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Quantity & Price file is found to be modified by the bidder, the bid will be rejected.  
**The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**
- (ix) Bidders shall submit their 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.
- (x) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

The data entered cannot be viewed by unauthorized persons until the time of bid opening. 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 400 1002, 0120 400 1005, 0120 400 00462 , 0120 627 7787 or send a mail over to cPPP-nic@nic.in , support-eproc@nic.in .

## **2.0 QUALIFYING CRITERIA**

2.1 The bidders must fulfill the following minimum Qualifying Criteria: -

- A. The bidder should be registered with any Govt. Depts i.e., Central Govt./ State Govt./ PSU OR Registered MSEs OR registered under Shop & Establishment Act/ Companies Act.
- B. The bidder's firm/company/Agency should be ISO Certified for services.
- C. The eligible firms shall have average annual turnover not less than Rs50.00 Lakh during last three financial years ending 31<sup>st</sup> March 2018
- D. The bidder must be registered under **GST** Registration.
- E. The bidder should have a valid Permanent Account Number (**PAN**) allotted to the firm/proprietor.
- F. The bidder should have experience of having successfully completed similar works in any Govt. Deptt./ PSU during last five years ending last day of month previous to the month of issue of NIT should have following:
  - i. One similar completed work costing not less than the amount equal to Rs 6 Lakh.
  - ii. One similar work completed (apart from above at (i.)) for at least 200 computers.

- iii. One Annual Maintenance Contract for LAN (apart from above at (i & ii)) of more than 200 nodes connected in LAN under Window/Linux/NT environment.

**Similar works means "Repair and Maintenance of Computers or its Peripherals".**

2.2 The bidder shall furnish legible Scanned Copies for documentary proof as below for fulfilling qualifying criteria as above failing which his offer shall be summarily rejected. Illegible documents shall not be considered for evaluation of bid.

- i. Scanned Copy of registration certificate with any Govt. Depts i.e., Central Govt./ State Govt./ PSU OR MSEs OR Shop & Establishment Act/ Companies Act
- ii. Scanned Copies of ISO Certificate
- iii. Scanned Copies of Audited Balance Sheet and Profit & loss account/ Certificate from Chartered Accountant for last three years ending 31st March 2018.
- iv. Scanned Copy of **GST** registration certificate.
- v. Scanned Copy of Permanent Account Number (**PAN**).
- vi. Scanned Copies of work orders and their successful completion certificate. Following shall be clearly mentioned in the experience certificate:
  - a. Date
  - b. Name of work.
  - c. Name of contractor.
  - d. Time period of work/ completion date.
  - e. Amount of work/ number of Computer/nodes on lan.
  - f. Seal, sign and designation of issuing authority.

2.3 In case where audited results for the immediate preceding years are not available, then a scanned copy of Statement of Account as on the closing date of immediate preceding Financial Year depicting the Turnover, Net worth & Profitability duly certified by their Chartered Accountant/ Certified Public Accountant (performing the audit of the company) shall be submitted. Necessary evidence regarding the appointment of auditors shall also be submitted alongwith the bid.

2.4 The bidder should not have been banned/ delisted/ blacklisted/ debarred from business by any PSU/ Govt. department during last 3 years on the grounds mentioned in clause 26.0 of ITB, self-declaration in this regard is to be provided as per **Annexure VI of Section V, TF&S**.

3.0 Offer from Joint Venture firms shall not be considered.

#### **4.0 SITE VISIT:**

4.1 The bidders in their own interest at their cost are advised to visit, inspect and examine the existing site and its surroundings and satisfy themselves including prevailing rules, regulations/ directions of the local authorities/ State Government, that may be necessary for preparing the bid and execution of the contract, before submitting their Bids in respect of the Site Conditions including access to the site, availability of land, water, power and other facilities, Source and extent of availability of suitable materials including water etc. and labour, including but not restricted to any other conditions which may influence or affect the work or cost thereof under the contract. No extra charges consequent upon lack of any information/ knowledge and understanding shall be entertained or payable by the Institute.

4.2 The bidders should note that information, if any, with regard to the site and local conditions, as contained in this Bid document has been given merely to assist the bidders and is not warranted complete in all respects. The bidder should ascertain all other information pertaining to and needed for the work including information regarding the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

4.3 All the temporary services/arrangements shall be made by Contractor at no extra cost to Institute.

4.4 The bidders are advised to contact the **IT Department, IIM Raipur** for site visit at the following address:



**Priyank Mittra (System Manager)**  
**IT Department,**  
**Indian Institute of Management Raipur,**  
**Atal Nagar, P. O. - Kurru (Abhanpur),**  
**Raipur – 493 661, Chhattisgarh, India,**  
**Phone: 0771-2474705,609, 651.**

## **5.0 Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## ***B. BIDDING DOCUMENTS***

### **6.0 Content of Bidding Documents:**

**6.1** The set of bidding documents comprises the documents listed below and corrigenda/ addenda if any, issued in accordance with the tender document.

Section-I : Instructions to Bidders.

Section-II : Information for Bidders.

Section-III : Terms & Conditions of Contract (TCC).

Section-IV : Scope of Work.

Section-V : Tender Forms and Schedules (TF&S)

**6.2** The bidder is expected to examine carefully all instructions, Forms, Schedule of Quantities & Prices, qualification criterion, information and other schedules, General and Special conditions of contract, specifications and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to Clause 20.0 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

### **7.0 Clarification of Bidding Documents:**

**7.1** A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at least 07 (seven) days before the last date of submission of the tender. The Institute will respond in writing to any request for clarification or modification of the tender document, if considered necessary, at its sole discretion.

**7.2** The Institute shall not be bound to respond to the request from the prospective bidders and this shall not become the reason for claiming extension of the deadline for the submission of the tenders.

**7.3** Verbal clarification and information given by the Institute or its any employee(s) or his representative(s) shall not in any way be binding on Institute and/ or bidder.

### **8.0 Amendment of Bidding Documents:**

**8.1** Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative, or in response to a clarification regulated by a prospective bidder, amend/ modify the bidding documents by issuing addenda/ corrigenda.

**8.2** Any addendum/corrigendum thus issued shall be part of the bidding documents and shall be published on CPP Portal. Bidders are required to acknowledge the receipt of any such amendment from the CPP Portal/ IIM RAIPUR website. It will be presumed that the amendment has been accepted and the information contained therein has been taken into account by the bidder in the bid.

The bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum/ addendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum/ addendum, if any, will be of the downloading parties.

No separate intimation in respect of corrigendum/ addendum to this tender, if any, will be sent to tenderer(s) who have downloaded the documents from website.

- 8.3 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing the bid, the Institute may, at its discretion, extend the deadline for the submission of the tender.
- 8.4 The Institute reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the bid notice, without assigning any reason thereof entirely at its discretion. In such an event bidder shall not be entitled to any compensation in any form whatsoever.

### **C. PREPARATION OF BIDS: 9.0**

#### **Language of Bid**

- 9.1 The bid and all documents shall be in English and correspondence relating thereto shall be written in the English/ Hindi language. Supporting documents and printed literature in any other language shall be accompanied by an appropriate translation to the English/ Hindi language.
- 9.2 For the purpose of interpretation of the tender clauses, the English version shall prevail.

#### **10.1 Document comprising the Bid:**

- 10.2** The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

##### **(A) COVER-1 (TECHNICAL BID)**

#### **Online bids should be submitted containing scanned copy of following document in Cover-1.**

- i) Tender fee as per Clause No. 13.0 of ITB.
- ii) Earnest Money Deposit as per Clause No. 13.0 of ITB.
- iii) Pursuant to Clause 17.1.1 to 17.1.4, Authorization/ Power of Attorney in favour of authorized signatory for signing of documents and online submission of bid having the following information:
  - Name & Address of authorized signatory:-
  - Attested signature of authorized signatory:
  - Telephone/ Fax No.:-
  - Mobile No.:-
  - E-mail ID:-
- iv) The bidders or his authorised representative shall sign and upload all the documents, owning responsibility for their correctness/ authenticity and submit Declaration in respect of acceptance of terms and conditions of tender document as per **Annexure-II** Section-V, **TF&S**.
- v) All Documents establishing conformity to the Qualifying Criteria as mentioned at Clause 2.0 above.
- vii) Partnership deed in case of partnership firm, Memorandum and Articles of Association in case of limited Company and Power of Attorney in favour of authorized signatory.
- viii) Duly filled Warranty Form as per **Annexure I** Section-V, **TF&S**.
- ix) Dully filled and signed Electronic Clearing System form along with cancelled cheque as per **Annexure III** Section-V, **TF&S**.
- x) Dully filled and signed Format for Declaration/Undertaking for Applicability of Provisions of Micro and Small Enterprises as per **Annexure IV** Section-V, **TF&S**.

**Note: Please note that without documentary evidence appended with the Technical offer (Cover-1), the status of applicability of MSEs shall be treated as "Not Applicable".**
- xi) Duly filled and signed Declaration by Bidder as per **Annexure VI** of Section-IV, **TF&S**.
- xii) Experience details and Financial Data as per **Annexure VII** of Section-V, **TF&S** along with supporting documents establishing fulfillment of qualifying requirement.

- xiii) Declarations as per **Annexure-VIII** of Section-V, **TF&S**.
- xiv) Details of Goods and Service Registration of Indian Institute of Management Raipur, IIM RAIPUR, **Annexure-IX** of Section-V, **TF&S**.
- xv) Details of Goods and Service Registration of Bidder **Annexure-X** of Section-V, **TF&S**.

**The bidders are cautioned that divulging of any price information in Cover- 1 (Techno commercial Bid) will result in rejection of the tender.**

If the Cover – 1 i.e. technical bid does not contain any of the above mentioned documents or does not meet the minimum qualifying criteria as given in clause 2 of **ITB**, then the offer shall be deemed liable to rejection/ disqualification. The respective Cover – 2, i.e. Price Bid of the technically disqualified offers shall be rejected without opening.

**(B) COVER-2 (PRICE BID):**

The **Cover-2 i.e.** Schedule of price bid (placed at Schedule-A of Section –V) in the form of BOQ\_XXXX.xls should be filled and uploaded to CPP-Portal in conformity with the tender specification on the portal only. Unit of Measurement (UOM) is indicated in the e-tender form. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender form/tender document.

Bidders shall download the Schedule of quantities & Prices i.e. Schedule-A of Section - V in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in the cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Quantity & Price file is found to be modified by the bidder, the bid will be rejected.

- 10.2 The bidder is advised to avoid offering of rebate/discount. However in case of exceptional circumstances, the rebate/ discount offered by the bidder should be only in the Price bid i.e. Schedule of Quantities & Prices itself. The rebate/ discount offered anywhere else shall not be considered for the purpose of the evaluation of bids.
- 10.3 The Cover-1 & 2 shall together constitute the Complete Bid.

**11.0 Bid Prices:**

- 11.1 The quoted rates in the schedule of quantities and price will be exclusive of GST.GST if applicable will be paid extra as per actual.
  - 11.1.1 However, increase on rate of GST or introduction of new tax imposed after the above-stipulated date shall be considered for reimbursement/ recovery against production of documentary evidence of its payment. Change in nomenclature of any existing taxes, duties, etc. shall not be construed as a new tax for the purpose of reimbursement. If rate of GST decreases during currency of the contract, then benefit shall accrue to IIM RAIPUR.
  - 11.1.2 Bidders are advised to carefully read '**Scope of Work**' and '**Schedule of Quantities & Prices**' to ascertain the adequate number of well qualified residential engineer(s), material, machinery etc. for successful execution of the work and quote rates accordingly.

- 11.2 The rates shall only be quoted in Indian Currency and if quoted in other currency, the offer will be liable to be rejected.

**12.0 Bid Validity:**

- 12.1 Bids shall remain valid for a period of **180** days from the date of opening of the TECHNICAL BIDs. A bid valid for a shorter period may be rejected by the Institute as being non responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Institute may request the bidder, in writing, for a specified extension in the period of the validity. The bidder may refuse the request without forfeiting its EMD (bid security). The bidder agreeing to the request will neither be required nor be permitted to modify its bid.
- 12.3 The provisions regarding discharge and forfeiture of EMD shall continue to apply during the extended period of tender validity.

**13.0 Tender Fee and Earnest Money:**

- 13.1 TENDER FEE:** - The Bidder shall have to deposit Non- Refundable Tender fee of **Rs590.00 incl. of GST (Rupees Five Hundred Ninety Only)** in form of DD/Bankers cheque in favour of **IIM RAIPUR** payable at **Raipur**. Small Scale Units registered or with National Small Industries Institute (NSIC) under their single point registration scheme for stores/works are exempted from furnishing tender fee.

- 13.2 The Bidder shall deposit EMD of **Rs20,000/- (Rupees Twenty Thousand only)** in the form of

Crossed Bank Demand Draft/ Banker's Cheque drawn in favour of "IIM RAIPUR ", Payable at Raipur, **OR**

Eligible MSEs registered / NSIC are exempted from furnishing the EMD and tender fee. They should furnish with the bid a notarized copy of valid registration certificate/ Entrepreneurs memorandum (EM-II) details/UAM and other relevant documents issued by above board/body in their favour for the works/ services covered under this tender document. **No other bidders are exempted from furnishing the Bid Security Deposit/ EMD and Tender Fee as mentioned above.**

**It is the sole responsibility of the eligible MSEs and registered MSEs bidder to ascertain whether registration certificate issued to him is applicable for the works/ services covered under this tender document.**

- 13.3 **Any Bid not accompanied with proper EMD shall be rejected summarily as being non responsive and their price bid (Cover - 2) will not be opened.**
- 13.4 Earnest Money of bidders who are not qualified for opening of price bid shall be returned, without any interest, within 30 days after such notification. The Earnest Money of all the unsuccessful bidders whose price bid has been opened will be returned, without any interest, within 30 days of notification of the award of contract to the successful bidder.
- 13.5 The Bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Institute, to revoke or withdraw their bids or change in any respect of their offer or any terms and conditions thereof. In case of a Bidder revoking or withdrawing his Bid or changing any terms and conditions in regard thereto without the consent of the Institute in writing during the period of validity of his offer, the Institute may at his discretion, forfeit the Bid Security furnished by the Bidder along with his offer.
- 13.6 The Earnest Money may be forfeited:
- a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity; or
  - b) If a bidder fails to accept rectification of arithmetical errors noticed by the Institute; or
  - c) if the Bidder adopts corrupt/ fraudulent /collusive/ coercive practices; or
  - d) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - i. Refuse to accept the LOA or to sign the Agreement; and/or

- ii. Furnish the required Performance Security Deposit.

In addition to this the bidder may at the discretion of the Institute, be debarred from bidding for a period as may be considered fit by the Institute, against any bid that might be invited by the Institute in future. The Institute will also be within its rights to circulate the information at its discretion to other prospective Institute's about the bidders conduct.

#### **14.0 Format and Signing of Bid:**

- 14.1 Bidders are advised to fill in the Price Schedules and Annexures, in respect of each and every item by strictly following the instructions, foot notes etc. to facilitate the Institute in speedy evaluation of Bids, failure to do so may prevent the Bid from being considered by the Institute.
  - 14.2 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
- 15.0 Any deviation from terms & conditions of the tender document shall not be entertained. Separate set of commercial conditions (such as Bidders standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to rejection.

#### **D. SUBMISSION OF BIDS**

##### **16.1 On-Line Submission:**

The bid-submission would be online through the E-procurement portal <http://eprocure.gov.in/eprocure/app> on or before the **due date and time as mentioned in NIT**. The Server Date & Time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. In case of date of opening is declared as holiday tender will be opened on next working day at same time.

The Institute may, in the exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Institute and the bidders previously subject to the original deadline will then be subject to the new deadline.

All documents specified in Clause. No. 2.2 hereinabove should be scanned, uploaded and attached with the tender before schedule close of Bid Submission time.

##### **16.2 Offline Submissions:**

Hard copy of. DD towards cost of bid document & DD/ BG towards Bid Security shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification to "**Chief Administrative Officer, Indian Institute of Management Raipur, Atal Nagar, P. O. - Kurru (Abhanpur), Raipur – 493 661, Chhattisgarh, India**" on or before the due date & time of submission as per NIT.

If any discrepancy is found between Hard Copies viz. DD towards cost of bid document & DD/ BG towards Bid Security and scanned copy of same uploaded online then the online bid shall be liable for rejection.

##### **16.3 Special Note on Security of Bids:**

The bid submitted by a Bidder is encrypted by a Symmetric Key which is again encrypted by the public key of the tender opening officers. All such encryptions take place at the Bidder's end.

- 16.4 Bidders will not be able to submit their bids after the due date and time for submission of bids has elapsed.

##### **16.5 Modification, Substitution and Withdrawal of Bid:**

- 16.5.1 The Bidder may choose to revise the Bids till the Bid submission deadline. For any Revision of the Bid, the bidder has to submit it afresh. It should be noted that bid once withdrawn by the bidder he cannot participate in same tender again.

16.5.2 By withdrawing bid from a tender till bid submission deadline, a bidder requests the Buyer organization to ignore all his submissions, and to return his earnest Money Deposit (EMD) forthwith as per the procedure of the organization.

**16.6 Deadline for submission of Bids:**

16.6.1 Bids must be received by the Employer at the address specified in the Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids. In the event of the specified date for submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on next working day.

16.6.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-clause no. 8, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended

**16.7 Late Bids:**

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly, hard copies of the Offline documents, if received by the Employer after the deadline for submission of Bids prescribed in Invitation for Bids (Notice Inviting e-Tender), then it will be considered as 'Late Bid' notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

**17.1** The Bid shall be submitted in the prescribed form and the same shall be signed and scanned properly as laid down hereunder:

17.1.1 If the Bid is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

17.1.2 If the Bid is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

17.1.3 If the Bid is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business addresses, or by a partner holding the power of attorney for the firm by signing the Bid in which case a certified copy of the power of attorney shall accompany the bid. A certified copy of the partnership deed and current business addresses of all the partners of the firm shall also accompany the bids.

17.1.4 If the Bid is submitted by a Limited Company or a Institute, it shall be signed by a duly authorized person holding the power of attorney for signing the Bid in which case a certified copy of the power of attorney shall accompany the bid. Such limited Company or Institute may be required to furnish satisfactory evidence of its existence before the Contract is awarded.

17.1.5 All witness and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed on each page in the Bid will be dated.

***E. BID OPENING AND EVALUATION***

**18.0 Bid Opening**

18.1 The Institute/ Authority inviting Tender will open the online bids received upto last date & time of submission of bid in the presence of the bidders/ bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Institute, the Bids will be opened at the specified time and location on the next working day.

18.2 Initially, the 'TECHNICAL BID' shall be opened consisting of online and offline submissions and the 'Price Bid' of only those bidders whose TECHNICAL BID is acceptable to the Employer shall be opened online subsequently.

The date, time and place of opening of financial bids shall be informed through above mentioned web site to the bidders whose TECHNICAL BIDS are found responsive. Tenderer or their representative may chose to attend opening of online financial bids.

#### **19.0 Process to be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

No bidder shall contact any employee of the Institute, except when requested in writing, on any matter relating to the tenders, from the time of opening of the tenders till the time the contract is awarded.

Any attempt by a Bidder to influence the Employer's in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in rejection of the bidder's tender.

#### **20.0 Examination of Bids and Determination of Responsiveness**

- 20.1 During the detailed evaluation of "TECHNICAL BIDS", the Institute will determine whether each Bid:
- (a) meets the qualifying criteria;
  - (b) is accompanied by the required securities; and
  - (c) is substantially responsive to the requirements of the bidding documents. The Institute's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to priced schedule of quantity and price.
- 20.2 A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.
- 20.3 If a "Bid" is not substantially responsive, it will be rejected by the Institute, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 20.4 The Institute may waive any minor informality/non-conformity/irregularity in a bid that does not constitute material deviation and that does not prejudice or affect the relative ranking of any bidder as a result of evaluation.
- 20.5 If the present performance of the bidder in a current contract for any work is unsatisfactory as certified by the project authority of the relevant project, the offer of the bidder will be summarily rejected without assigning any reasons thereof.
- 20.6 Conditional offers are liable for rejection.

#### **21.0 Clarification of Tenders:**

- 21.1 To assist in the examination, evaluation and comparison of tenders, the Institute may ask the bidders individually for clarification of their tenders.
- 21.2 The request for clarification and their response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Institute during the evaluation of the tenders.
- 21.3 The bidder shall promptly provide all necessary information and documents to be submitted to the Institute during evaluation of its tender. Failure to provide correct and timely information, concealment of material facts regarding litigation history and arbitration proceedings etc. having

a material bearing on the evaluation process may render its tender being treated as non-responsive and will be liable to be rejected summarily.

## **22.0 Evaluation and Comparison of Bids**

- 22.1 The Institute will evaluate and compare only the bids determined to be substantially responsive to the requirements of the tender document.
- 22.2 In evaluating the bids, the Institute will determine for each Bid, the evaluated Bid price by adjusting the Bid price by making correction, if any. The bidder shall submit rate analysis of quoted price if so desired by the Institute.
- 22.3 The bid(s) shall be evaluated in two stages:
  - i) TECHNICAL BID evaluation
  - ii) Financial evaluation
- 22.4 Only those bidders shall be considered qualified by the Institute, who submit requisite EMD and documents, accept all the terms & conditions of the Tender document unconditionally, and meet the qualifying requirement stipulated in the Tender document. The decision of the Institute shall be final and binding in this regard.
- 22.5 The bidders whose bid(s) meets the qualifying criteria and are found to be technically acceptable shall be considered for further evaluation. Bid(s) not fulfilling the Technical Bid requirement of the tender shall be considered non-responsive and rejected and Cover-2 i.e. Price Bid of such bidder shall not be opened.
- 22.6 The Price bid(s) of the prospective bidders, who fulfils the Technical Bid requirement, shall be evaluated further. Evaluation of bid price shall be done on the basis of quoted total Lump sum cost of the work. The tender shall be awarded on single tender responsibility basis.

## **F. AWARD OF CONTRACT 23.0**

### **Award Criteria**

The Institute will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest total evaluated Bid price for the work, provided that such Bidder has been determined to be eligible and the total evaluated Bid Price is within a reasonable variation of the estimated amount of Work.

Normally the tender will be accepted of that bidder whose quoted total Bid price is found to be lowest but IIM RAIPUR is not bound for such acceptance and reserves the right to accept or reject any offer without assigning any reason thereof. Bidder shall have no objection to such rights of IIM RAIPUR.

### **24.0 Institute's Right to Accept or Reject Bids**

The Institute reserves the right to accept or reject bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Institute's action.

### **25.0 Notification of Award and Signing of Agreement.**

- 25.1 The bidder whose bid has been accepted will be notified of the award by the Institute prior to expiration of the Bid validity period through the "Letter of Award", which will state the sum that the Institute will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed in the Contract.
- 25.2 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed.
- 25.3 Within **Thirty (30)** days of the issue of Letter / Notification of Award, the successful bidder shall execute the Agreement on the non-judicial stamp paper of requisite value as per the format enclosed with this Section. The expenses of completing and stamping the original agreement and copies shall be borne by the Contractor.



The successful bidder shall attend the office of the **Chief Administrative Officer** for signing of the contract agreement. The Agreement will incorporate all agreements between the Institute and the successful bidder.

Failure to comply with the provisions of signing of contract and furnishing the Initial Security deposit shall constitute sufficient grounds for annulment of award.

- 25.4 Upon issuance of LOI/LOA to the successful bidder, the Institute will return the Earnest Money of the other Bidders informing that their Bids have been unsuccessful.

## **26.1 DETECTION & PREVENTION OF FRAUD AND ACTION THEREOF:**

It is expected from the bidders that they will observe the highest standard of ethics during the tendering process and execution of such contract and furnish declaration as per **Annexure V of TF&S**.

- (a) For the purpose of this provision, the terms set forth below shall mean as under:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and
  - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;
- (b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for the contract in question.
- (c) The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for, or in executing, a contract.

## **27.1 BANNING OF BUSINESS DEALINGS**

It is not in the interest of IIM RAIPUR to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:

- (i) If the security consideration, including questions of loyalty of the Agency to IIM RAIPUR so warrants;
- (ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
- (iii) If business dealings with the Agency have been banned by the Department of Power, Government of India;
- (iv) If the Agency has resorted to corrupt, fraudulent practises including misrepresentation of facts;
- (v) If the Agency uses intimidation/ threatening or brings undue outside pressure on IIM RAIPUR or its official for acceptance/ performances of the job under the contract;

- (vi) If the Agency misuses the premises or facilities of the IIM RAIPUR, forcefully occupies or damages the IIM RAIPUR's properties including land, water resources, forests/ trees of tampers with documents/ records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

**28.0 COURT OF COMPETENT JURISDICTION**

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the Court of Competent Jurisdiction at Raipur.

It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Indore alone shall have the jurisdiction to the exclusion of all other courts in any place in the Union of India so that no one of the parties herewith shall be entitled to any proceedings whatsoever in respect of any matter touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the courts having jurisdiction in the city of Raipur City.

**29.0 Check List**

The check list attached herein as **Annexure XI** of Section-V, **TF&S** under shall be uploaded only duly filled by bidders. Except the documents as mentioned in the Checklist, bidders shall not submit any other document.

**30. General Instructions:**

- 30.1 The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. The Institute shall not be responsible for non-receipt/failure of e-mail to the bidders.
- 30.2 If any of the information furnished by the bidder is found to be incorrect, the Bid/ contract is liable to be rejected / terminated and the EMD/ Performance Security will be forfeited.
- 30.3 Conditional offers are liable for rejection, in case the bidder does not withdraw the conditions on request of the Institute within a reasonable period as decided by the Institute.
- 30.4 Tenders from those tenderers who have not submitted their offer as per NIT will not be considered.
- 30.5 Bidders are advised to go through their Technical Bid carefully before final submission on CPP portal. In case documents pertaining to Minimum Eligibility criteria are found elsewhere in the technical bid of other participating Bidders in the respective tender, their bid shall be summarily rejected and EMD submitted shall be fortified.

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**SECTION – II**  
**INFORMATION FOR BIDDER**

## **INFORMATION FOR BIDDER**

### **1.0 INTRODUCTION**

Indian Institute of Management Raipur (IIM Raipur) has been set up by the Government of India, Ministry of Human Resource Development in 2010 at Raipur, the capital of Chhattisgarh. Chhattisgarh is one of the fastest growing states of India with its rich mineral, forest, natural and local resources.

### **2.0 BIDDER TO GET THE DETAILS OF THE SITE**

The Bidder shall make independent inquiry as to acquaint himself about the conditions and circumstances affecting his bid estimate of executing the works as described. In assessing the Bid, it will be deemed that the Bidder has inspected and examined the site, its surroundings and has satisfied himself as far as practicable to the form and nature of the site, the means of transport and access to the site, the accommodation he may require, the general labour position at the site.

- 3.0 Failure by the Bidder to have done all the things, which in accordance with his condition he is deemed to have done shall not relieve the successful Bidder of the responsibility for satisfactory completion of the work as, required.
- 4.0 Access to the site will be granted, if necessary, to the intending Bidder by prior permission of the Institute.
- 5.0 The vendor should submit his bid acknowledging that the AMC services has to be provided in Naya Raipur Campus.

**SECTION – III**  
**TERMS AND CONDITIONS OF CONTRACT**

## **TERMS & CONDITIONS OF CONTRACT**

### **CLAUSE-1: DEFINITIONS**

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:

- (i) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the IIM RAIPUR Limited and the Contractor, together with documents referred to therein.
- (ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iii) **Contractor:** means the successful tenderer who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the contractor's successors, executors, representatives or assigns.
- (iv) **Institute or Employer:** means the IIM RAIPUR Limited having its registered office at IIM RAIPUR and includes therein legal representatives, successors and assigns.
- (v) **Day:** means a calendar day beginning and ending at midnight.
- (vi) **Project-in-Charge/Engineer:** means the Officer nominated by the Employer or its duly authorised representative to direct, supervise and be in-charge of the works for the purpose of this contract.
- (vii) **CAO:** means Chief Administrative Officer of IIM Raipur
- (viii) **Letter of Award or Acceptance:** means a letter from the Employer/Project-in-Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (ix) **Specifications:** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Project-in-charge.
- (x) **Sub-contractor:** means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (xi) **Cost :** means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (xii) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (xiii) **Time for Completion:** means the time for completing the execution of the Works or any Section or part thereof as stated in the Contract calculated from the Commencement Date.
- (xiv) **Site:** means the land and/or other places, on or through which the works are to be executed including any other lands or places which may be allotted for the purpose of the contract.
- (xv) **Week:** means seven consecutive calendar days.
- (xvi) **Work or Works:** means Permanent Works and/or Temporary Works to be executed in accordance with the Contract.
- (xvii) **Plant:** means machinery, apparatus and like intended to form or forming part of Works.

## **CLAUSE-2: INTERPRETATIONS**

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these Terms & Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation thereof of the Contract.
- 2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to Scope of works & Specifications or from any of his obligations under the Contract.
- 2.4 In the case of discrepancy between the Letter of acceptance issued by Employer, Terms & Conditions of Contract, Technical Specifications, Scope of works and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
  - a) Agreement
  - b) Letter of Acceptance/LOA issued by Employer;
  - c) Terms & Conditions of Contract;
  - d) Scope of Works;
  - e) Bill of Quantities;
  - f) Contractor's Bid;
  - g) Any other document forming part of the Contract;

## **3. SECURITY DEPOSIT FOR PERFORMANCE**

- 3.1 The Security Deposit shall comprise of following:
  - (i) Performance Security Deposit to be furnished by the Contractor at the time of Award of Work.
- 3.2 The Contractor within 30 (Thirty) days from the date of issue of Letter of Acceptance, shall furnish a Performance security deposit of 10% (Ten percent) of the Contract Price for due performance of contract, in any one of the following forms:
  - (a) Demand draft on any Nationalized/scheduled Bank of India in the name of Employer;
  - (b) Bank Guarantee from any Nationalized Bank with validity of at least 1 year.
- 3.3 If the Contractor expressly requests in writing, he will be permitted to convert the amount of EMD deposited into Performance Security Deposit or EMD shall be returned on submission of Performance Security Deposit as stipulated above under clause 3.2.
- 3.4 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever may be deducted from Security Deposit. Also in the event of the contractor's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Project-in-Charge, make good the deficit in Security Deposit.
- 3.5 It may also be noted that in case of Contractor backing out midway without the explicit consent of the Employer, then the Security Deposit will be forfeited.
- 3.6 In case the contract period is further extended resulting in increase in contract sum, the additional security deposit @ 5% shall be deducted from subsequent bills during extended period.

## **4. REFUND OF SECURITY DEPOSIT**

The security deposit shall be returned to the Contractor within 30 days after expiry of contract period, provided the Project-in-charge is satisfied that there is no demand outstanding against the Contractor, & fulfillment of all statutory liabilities by the Contractor. No interest shall be paid to the Contractor on Security Deposit.

**5. SUFFICIENCY OF TENDER:** The Contractor shall be deemed to have satisfied himself before tendering as to, the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and prices which shall (except as otherwise provided in the contract), cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the work in accordance with the provisions of the contract.

**6. CONTRACT DOCUMENTS :** The language(s) in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be construed and interpreted shall be English and designated as the 'Ruling Language.'

The contractor shall be furnished; free of charge, certified true copies of the contract Documents. The Contractor shall use none of these Documents for any purpose other than that of this contract

**7. TENDER PRICES**

7.1 The quoted rates in the schedule of quantities and price will be exclusive of GST.

7.2 GST if applicable will be paid extra as per actual.

7.3 The invoice/bill submitted by the contractor shall be serially machine numbered. The invoice shall clearly mention the description of service and value of taxable service and GST as applicable payable thereon. Invoice should also mention the GST no of Institute and HSN code. CGST/SGST/UTGST/IGST as applicable according to GST law should also be mentioned in the invoice/bills.

**8. PAYMENT TERMS**

8.1. No advance payment in any case would be made by the Employer.

8.2. Payment shall be made on quarterly basis to the contractor of pro-rata basis worked out from annual amount within 15 days after successful completion of job, against submission of original invoice and submission of report duly signed by the Project-in-charge or his authorized representative.

8.3. All payments shall be made through ECS/ RTGS/ NEFT/ Net Banking. Bank charges shall be borne by the contractor.

8.4. All payment will be made in Indian Rupees, unless otherwise specified in the contract. Subject to any deduction, which the Institute may be authorized, to make under the contract, and/or any additions or deductions provided for in this contract, the contractor shall be entitled to payment as per the Schedule of Quantities and Prices.



8.5. **INCOME TAX:** - Income tax as applicable shall be deducted at source as per prevalent rates in force and will have to be borne by the Contractor. TDS Certificate will be issued as per the prevalent norms of the Institute/Government.

8.7. **COMMERCIAL TAX:** Commercial Tax/ Work contract tax if applicable shall be deducted at source as per prevalent rates in force and will have to be borne by the Contractor. TDS Certificate will be issued as per the prevalent norms of the Institute/Government.

## **9. PROJECT-IN-CHARGE OR ITS REPRESENTATIVE**

9.1 The Project-In-Charge may, from time to time, in writing, nominate his representative. Any written instruction or written approval given by the representative of the Project-In-Charge to the contractor within the terms of such delegation shall bind the contractor and the Institute as though it has been given by the Project-In-Charge.

9.2 If the contractor is dissatisfied with any decision of the representative of the Project-In-Charge he will be entitled to refer the matter to the **Chief Administrative Officer**, who shall thereupon confirm reverse or very such decision and the decision of the **Chief Administrative Officer**, in this regard shall be final and binding on the contractor.

## **10. LABOUR**

10.1 The Contractor shall employ resident engineer in sufficient numbers with appropriate qualifications and experience to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract.

10.2 During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

10.3 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Employer in this regard for the protection of health.

10.4 In the event of any injury, disability or death of any workmen in or about the work employed by the Contractor either directly or through his sub-contractor, Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard.

10.5 Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation. The

employees of the Contractor and his sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

## **11. DISCIPLINE, DEPLOYMENT & ELIGIBILITY OF PERSONNEL**

- 11.1 Before deployment of personnel, contractor shall check and verify the antecedents of the personnel deputed on duty, and the liability of the conduct & discipline of the personnel shall rest with the contractor. All the persons deployed under this contract shall be of good character, well-behaved, disciplined and shall not be allowed to come for duty under the influence of alcohol or prohibited drugs.
- 11.2 The contractor shall employ only such persons as are skilled for carrying out the assigned jobs as detailed in the 'Scope of Work". If desired by the Project-in-charge the contractor shall submit the particulars of all personnel deployed such as Name, Father's name, Present address, Permanent address, & Educational Qualification along with 2 photos, with the Project-in-Charge of this contract.
- 11.3 The Project-in-Charge shall be at liberty to object to and require the contractor to remove from the work, any person(s) employed by the contractor who in the opinion of the Project-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be deployed again without prior permission of the Engineer-in-charge. Any person so removed shall be replaced immediately. Selection of suitable manpower and then relevant education discipline, relevant experience etc. will be the discretion of Project-in-Charge.

## **12. CONTRACTOR'S LIABILITY AND INSURANCE**

- 12.1 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Time for Completion and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party. Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and applicable Labour and other Laws & Regulations.
- 12.2 From commencement to completion of the Work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the Works or any part thereof and to the Employer's Plant, Equipment and Material. Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Project-in-Charge.
- 12.3 Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.
- 12.4 If it appears to the Project-in-Charge or his representative at any time during execution of work or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Works are unsound or of an inferior quality, or otherwise not in accordance with the Contract, or that any defect, or other faults found in the work arising out of defective or improper

materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Project-in-Charge, forthwith rectify or remove and re-execute the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his own expense.

- 12.5 If the Contractor fails to rectify, make good or remove and reconstruct the work as notified herein above, the Project-in-Charge shall have power to carry out such damages, defects or imperfections by any means or through any other agency or by himself at the risk and cost of the Contractor. In such a case the value of such rectification/replacement, reconstruction through such agencies shall be recovered from the Contractor from any amount due to him. The decision of Project-in-Charge in this regard shall be final and binding on the contractor.

### **13. LABOUR SAFETY**

It shall be the duty of the contractor to observe all safety precautions for the workmen as may be required. Contractor shall solely be responsible for liabilities on account of accidents/mishaps (if any). All Security norms are to be followed as the work is to be carried out in prohibited area. The Contractor shall at his own expense arrange for the safety provisions as required by the Project-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith.

### **14. ACCOMMODATION**

The necessary arrangement for accommodation of the personnel deployed shall have to be arranged by the Contractor & no extra payment on such account shall be made by IIM RAIPUR.

To and fro travelling expenses of Contractor/ deployed personnel for work purpose upto IIM Campus shall be deemed to be included in the quoted prices. No extra payment whatsoever in this regard shall be made by the Institute.

### **15. CONTRACT PERIOD AND EXTENSION THEREOF**

The Contractor shall have to consistently provide, in a professional manner, the services as required under this contract, for successful execution of the assigned jobs, to the satisfaction of and as directed by the **Chief Administrative officer**, for a period of **One (01) Year** from the date of issue of Letter of Award, or, as notified in the Letter of Award, and may be extended upto two times on yearly basis on same term and conditions subject to satisfactory performance by the Contractor. The performance of service provider will be evaluated on **yearly basis** by the IT Committee.

In case extension is required, the contractor is to execute the work on the same terms and conditions of the contract.

### **16. COMMENCEMENT OF WORK**

The Contractor shall commence the Work(s) from the date of start as mentioned in Letter of Award and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the **Chief Administrative officer**. If the Contractor commits default in the commencement of work within 30 days of issue of Letter of Acceptance, the **Chief Administrative officer** shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money.

### **17. DEVIATIONS**

- 17.1 The **Chief Administrative Officer** shall have powers to make any deviations in the quantities of schedule of quantities & prices. No such Deviations in the specifications or drawings or designs or Bill of Quantities, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if

originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract.

17.2 Under no circumstances, the Contractor shall suspend the work on account of non-settlement of rates of any Deviated items.

## **18. ASSIGNMENT & SUBLETTING**

The contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract.

## **19. AGREEMENT**

Within **Thirty (30) days** from the date of issue of Letter of Award of the work, the contractor shall execute the deed of agreement on stamp paper of requisite value as per prescribed format. The contractor shall be furnished with a copy of executed agreement duly signed by the authorized officer of the Institute and contractor.

## **20. LIQUIDATED DAMAGES**

In case of failure on part of the Contractor to provide services as per the contract and/ or breach of any of the terms and conditions of the contract, the Institute shall be at liberty to cancel the contract in full or in part.

- 20.1 The engineer(s) deployed by the Contractor in IIM Raipur Campus, will have to ensure that all calls are attended within 1 (One) Hour and the upkeep time for repair of any system would be up to two working days (48 hrs). In case of failure to do so, liquidated damages shall be recovered for downtime at the rate of Rs200/- (Rupees two hundred only) per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged) from the quarterly bills of contractor bills or from Bank Guarantee/Performance Security. In respect of Hard Disks, replacements have to be effected within 48 hours of the lodging of complaint. The downtime penalty for this work would be double the normal rate.
- 20.2 In case a standby is not provided when the equipment has been taken out the Site for repairing or the item is not usable beyond 48 hours, a penalty of Rs.200/- (Rupees two hundred only) per day will be charged. The amount of penalty will be recovered either from the Bank Guarantee/Performance Security of the annual maintenance period or from the payable amount of AMC charges/bills;
- 20.3 In case, the Contractor fail to to carry out preventive maintenance and cleaning of every machine once in every three months, Liquidated damages at the rate Rs200/- per day will be charged. The amount of penalty will be recovered either from the Bank Guarantee/Performance Security of the annual maintenance period or from the payable amount of AMC charges/bills ;
- 20.4 In case of resident engineer is absent or alternate arrangements not made by the Coordinator or any failure in sending the engineer will attract penalty @Rs500/- day for period of absence. The amount of penalty will be recovered either from the Bank Guarantee/Performance Security of the annual maintenance period or from the payable amount of AMC charges/bills;
- 20.5 The Contractor shall not change the engineer(s) without prior approval from the Project-In-Charge. Further that the Contractor shall provide a substitute for a deployed engineer, if required by the Employer, within five days of such request. Failure to do so may lead to termination of the contract and /or imposition of liquidated damages by the Employer on the Contractor @Rs500 that will not exceed 10% of the total value of the contract.
- 20.6 Goods and service Tax (GST), as applicable on liquidated damages as above shall also be deducted/recovered from the contractor.
- 20.7 The Employer reserves the right to cancel the contract, in case the Contractor is failing to provide services up to the satisfaction level or on security grounds.

## **21. TERMINATION OF CONTRACT ON DEFAULT BY THE CONTRACTOR**

If the contractor commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or not take effective steps to remedy it immediately

and not later than 10 days in any case IIM Raipur has the right to terminate the agreement/contract with one month notice and the performance deposit will be forfeited. In such case contractor will not be entitled to any form of compensation from IIM Raipur.

## **22. COMPLIANCE OF SECURITY RELATED ISSUES**

The contractor shall have to ensure issuance of entry passes/ badges/ tokens in respect of the workmen and the material/equipment intended for bonafide usage under this contract, for access to project site during the stipulated period of contract. He shall be required to furnish to the Project-in-Charge, the antecedent particulars of their supervisor, workmen along with their recent photographs and other relevant particulars, as deemed necessary for getting the entry passes/ badges/ tokens issued from the concerned authority. The contractor shall also mention in their application for issuance of passes, the likely site areas he needs to access for execution of works.

The contractor shall also be required to furnish complete particulars of the material/ equipment taken to the site and assist the security personnel in physical verification of the same during unloading/ loading inside the site premises.

The contractor shall also be liable for getting the validity period of such entry passes/badges/tokens issued in r/o their workmen/material/equipment, duly extended from time to time, in case of contractual extension beyond the stipulated period.

In case of mutilation/ damage of the entry passes/ badges/ tokens, the contractor shall have to surrender the same and apply in writing, for re-issuance of the same by the concerned authority.

It shall also be mandatory on part of the Contractor to surrender of all such entry passes/ badges/ tokens to the concerned authority, issued in their favour, after completion of the contractual works, failing which the Project-in-Charge shall be at the liberty to withhold any outstanding payments due to the contractor and/ or refund of security deposit/ PBG furnished by the Contractor under this contract, or, for that matter any other contract awarded in his favour at Indian Institute of Management Raipur.

Further, in case of loss/ theft of such badges/ tokens/ passes the contractor shall be required to inform about such loss to Project-in-Charge and enclose it with his application for re-issuance of passes/badges by the concerned authority. The Contractor shall be fully responsible for any liability arising henceforth from misuse of the lost passes/badges/tokens.

## **23. PATENT RIGHTS**

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

## **24. TERMINATION OF CONTRACT ON DEATH**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the **Chief Administrative Officer** is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the **Chief Administrative Officer** shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the **Chief Administrative Officer** that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Institute shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the **Chief Administrative Officer** of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

## **25. CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL**

- 25.1 All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorised person.
- 25.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secret Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such Works under the Contract.

## **26. LAWS GOVERNING THE CONTRACT**

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of India.

## **27. COURT OF COMPETENT JURISDICTION**

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the Court of Competent Jurisdiction at Raipur.

## **28.0 ARBITRATION**

- 28.1 Any unresolved disputes arising out of or relating to the contract shall be settled through arbitration to which both, Employer and the Contractor hereto consent that the decision of Director, IIM Raipur shall be final and binding.

## **29.1 DETECTION & PREVENTION OF FRAUD AND ACTION THEREOF:**

It is expected from the bidders that they will observe the highest standard of ethics during the tendering process and furnish declaration as per **Annexure-V** of section V **TF&S**.

(a) For the purpose of this provision, the terms set forth below shall mean as under:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any-thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission)



- designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and
  - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;
- (b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for the contract in question.
  - (c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for, or in executing, a contract.

### **30. BANNING OF BUSINESS DEALINGS**

It is not in the interest of IIM RAIPUR to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:

- (i) If the security consideration, including questions of loyalty of the Agency to IIM RAIPUR so warrants;
- (ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
- (iii) If business dealings with the Agency have been banned by the Government of India;
- (iv) If the Agency has resorted to corrupt, fraudulent practises including misrepresentation of facts;
- (v) If the Agency uses intimidation/ threatening or brings undue outside pressure on IIM RAIPUR or its official for acceptance/ performances of the job under the contract;
- (vi) If the Agency misuses the premises or facilities of the IIM RAIPUR, forcefully occupies or damages the IIM RAIPUR's properties including land, water resources, forests/ trees or tampers with documents/ records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

### **35. OTHER CONDITIONS**

- 35.1 The contractor shall ensure deployment of appropriate no of manpower for execution of work in accordance with the "Scope of work" - section IV.
- 35.2 The Contractor shall observe all provisions of labour laws/ Employees Provident Funds Act & rules made there under enacted either by Central Govt. and / or State Govt. or as applicable to these works and safety rules and regulations of the project and enforce the same. He shall also be responsible for the good conduct of his workers.
- 35.3 The Contractor shall be responsible for the good conduct of his workers.
- 35.4 If any urgent work (in respect whereof the decision of the Project-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed.
- 35.5 The contractor shall ensure that there is no loss or damage to the property of Institute while executing the contract. In case, it is found that there is any such loss/damage due to direct



negligence/non performance of duty by any personnel, the amount of loss/damage so fixed by the Institute shall be recovered from any dues of the contractor.

- 35.6 The Contractor shall, in accordance with the requirements of the work as decided by the Project-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Project-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.
- 35.7 Defect liability period for the entire work shall be one (01) month from the certified date of completion.
- 35.8 Any work which may or may not be specifically mentioned but necessary for successful execution of the work shall deemed to be included in the scope of work. Contractor has to execute such work as per the direction of Project-in-Charge and no extra payment whatsoever shall be made in this regard and the decision of Project-in-Charge shall be final and binding in this regard.

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**SECTION – IV**  
**SCOPE OF WORK**

## **The general scope of work includes:**

Comprehensive Maintenance of hardware installed at IIM Raipur and for the support of software installed. The software maintenance includes but not limited to operationalizing, loading/reformatting of software / discs with software like Windows Vista, Windows 7, Linux, Microsoft Office, application software, Browsers like Internet Explorer, Chrome, Mozilla etc. and Mailing Software like Outlook, Anti-virus software, Data retrieval and installation/removal of any other software purchased by IIM Raipur from time to time. It also includes removal of virus and re-installation of software, if corrupted. Support for users and troubleshooting of commercial software (Licensed) packages mentioned above. Scope of work of AMC also includes

1. Comprehensive Maintenance includes the replacement of malfunctioning spares/parts for proper functioning of all systems and sub-systems by the Contractor. **If any part gives repeated problems, i.e., 2 repairs in a minimum period of two-month time, then the Contractor will replace it immediately with a new original part.**

2. **Maintenance includes repairing/replacement/reviving of each and every malfunctioning part of Computer, Laptop, Printers and related items** like (but not limited to) Hard Disk, CD/DVD Reader/Writer, Mother Board, Keyboard, Mouse, Fuser assembly, rollers, drums, data cables, scanning unit, switch, power supply, display card etc. and all the plastic parts **except consumables (that includes Printer Toner and Cartridges) under this AMC by the Contractor. Similar Hard Disks should be provided, and Data transfer should be done in case of Damaged/Corrupted Hard disc.**

3. All parts to be replaced by the Contractor must be of the same make. In case it is not possible, the same must be of better or equivalent quality. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly.

4. Formatting of Computer should not be done without prior permission in writing from the user or the concerned Chairman/Department Head of that area/department.

5. For upkeep and maintenance of the hardware, the Contractor must also maintain the required drivers (CDs & Floppies) for maintaining the equipment.

6. **Vendor Management:** There are number of desktops and other items which are under warranty (H/W support) with the OEMs. For these equipments, the service agency shall coordinate with the OEM to log in a complaint & follow up with the OEM to ensure that complaint is attended at the earliest. There are approx. 16 Desktop and 30 Laptop of HP are under warranty

7. The Contractor shall depute an adequate number of well-qualified resident engineer(s) who can maintain the equipment properly. The Engineer(s) should be an Indian national only, having degree/diploma in Computer hardware and related field. Engineer(s) should have an experience of 3 years and **should be specialist in repairing and maintaining Computer, Laptop, Printers and related items.** The engineer(s) shall be required to report on all working days, if and when required on Sunday at 0900 hrs. The engineer(s) has to sign the attendance register everyday which will be kept in IT Department, IIM Raipur. The engineer(s) deployed by the Contractor shall work in co-ordination with Project-in-Charge or any other person authorized by the Project-in-Charge.

8. The Engineer(s) will work under the instructions of the Project-In-Charge and shall submit complaint sheets to him for each complaint attended by them. The complaint sheet would clearly define the nature of complaint, location of office and time taken for rectification of a complaint. The engineer(s) are also required to get the compliant sheets signed by the respective end users.

9. The Contractor shall ensure to carry out preventive maintenance and cleaning of every machine once in every three months, in order to forestall any major failure of the same which includes installing of updates of antivirus packages.

10. Loss of any part in the equipment on account of negligence attributable to the Contractor, the Contractor at his own discretion will have to reinstate or replace the malfunctioning / non-functioning part or whole of the product with a working part or whole of the equipment of a matching or higher configuration. However, in the case of hard disc, vendor should provide a new hard disc of matching or higher configuration.

11. The Contractor shall ensure that the resident engineer(s) are present and possess valid ID cards on all working days including Sundays (if required). In case of resident engineer proceeding on leave, alternate arrangements should be made well in advance and prior intimation should be given to the Project-in-Charge. In case of an emergency, the engineer may be required to be deployed on holidays;

12. The Contractor shall not change the engineer(s) without prior approval from the Project-In-Charge. Further that the Contractor shall provide a substitute for a deployed engineer, if required by the Employer, within five days of such request.

**13. Details of Computers and its peripherals are as below:**

Sno	Item Details	Quantity
<b>Desktop</b>		
1	HP Compaq Elite 8300 Small Form Factor	90 nos
2	HP Compaq 8200 Elite Small Form Factor	23 nos
<b>Printers</b>		
1	Canon ir ADV 4025	2 nos
2	Canon ir ADV c2225 (Color Printer)	2 nos
3	HP LaserJet Pro P1606dn	25 nos
4	hp laserjet p1108	15 nos
5	HP LaserJet Pro M202dw	5 nos
6	HP LaserJet Pro MFP M226dn	4 nos
7	HP LaserJet Pro M1536dnf	5 nos
<b>Laptops</b>		
1	Lenevo Thinkpad i7	24 nos
2	hp probook 440 i7	7 nos

**SECTION – V**  
**TENDER FORMS & SCHEDULES**

## **TENDER FORM & SCHEDULE: INDEX**

- 1 SCHEDULE-A: SCHEDULE OF QUANTITY AND PRICE.**
- 2 SCHEDULE-B: SCHEDULE FOR LIQUIDATED DAMAGES.**
- 3 SCHEDULE-C: REFERENCE TO TERMS AND CONDITIONS OF CONTRACT.**
- 4 AGREEMENT FORM**
- 5 WARRANTY FORM**
- 6 TENDER ACCEPTANCE LETTER**
- 7 FORMAT FOR INFORMATION SYSTEM ON ELECTRONIC CLEARING SERVICE.**
- 8 DECLARATION/UNDERTAKING FOR APPLICABILITY OF PROVISIONS OF MICRO AND SMALL ENTERPRISES.**
- 9 CERTIFICATE OF FRAUD PREVENTION POLICY**
- 10 DECLARATION BY BIDDER.**
- 11 EXPERIENCE & FINANCIAL DETAILS**
- 12 DECLARATIONS**
- 13 GST REGISTRATION DETAILS OF BIDDER**
- 14 CHECK LIST**

## SCHEDULE-A: SCHEDULE OF QUANTITY AND PRICE.

NUMBER #	TEXT #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	15	17
<b>Desktop (Rates should include spares)</b>							
1.01	HP Compaq Elite 8300 Small Form Factor	Desktop1	90.000	Nos		0.00	INR Zero Only
1.02	HP Compaq 8200 Elite Small Form Factor	Desktop2	23.000	Nos		0.00	INR Zero Only
<b>Laptop (Rates should include spares)</b>							
2.01	Lenevo Thinkpad i7	Laptop1	24.000	Nos			Zero Only
2.02	HP Probook 440 i7	Laptop2	7.000	Nos			Zero Only
<b>Printer (Rates should include spares)</b>							
3.01	Canon ir ADV 4025	Printer1	2.000	Nos			Zero Only
3.02	Canon ir ADV c2225	Printer2	2.000	Nos			Zero Only
3.03	HP LaserJet Pro P1606dn	Printer3	25.000	Nos			Zero Only
3.04	hp laserjet p1108	Printer4	15.000	Nos		0.00	INR Zero Only
3.05	HP LaserJet Pro M202dw	Printer5	5.000	Nos		0.00	INR Zero Only
3.06	HP LaserJet Pro MFP M226dn	Printer6	4.000	Nos		0.00	INR Zero Only
3.07	HP LaserJet Pro M1536dnf	Printer7	5.000	Nos		0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>	

**Basic Rate Entry**  
Please enter Basic Rate in Rupees for this item.

**SCHEDULE FOR LIQUIDATED DAMAGES**

*(To be read in conjunction with Clause 20 of Terms and Conditions of Contract)*

S.No	Description of Works	Liquidated Damages
	<p>Comprehensive Annual Maintenance Contract (CAMC) of computers and its peripherals at Indian Institute of Management Raipur,</p>	<p>20.1 The engineer(s) deployed by the Contactor in IIM Raipur Campus, will have to ensure that all calls are attended within 1 (One) Hour and the upkeep time for repair of any system would be up to two working days (48 hrs). In case of failure to do so, liquidated damages shall be recovered for downtime at the rate of Rs200/- (Rupees two hundred only) per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged) from the quarterly bills of contractor bills or from Performance Guarantee. In respect of Hard Disks, replacements have to be effected within 48 hours of the lodging of complaint. The downtime penalty for this work would be double the normal rate.</p> <p>20.2 In case a standby is not provided when the equipment has been taken out the Site for repairing or the item is not usable beyond 48 hours, a penalty of Rs.200/- (Rupees two hundred only) per day will be charged. The amount of penalty will be recovered either from the Bank Guarantee/Performance Security of the annual maintenance period or from the payable amount of AMC charges/bills;</p> <p>20.3 In case, the Contractor fail to carry out preventive maintenance and cleaning of every machine once in every three months, Liquidated damages at the rate Rs200/- per day will be charged. The amount of penalty will be recovered either from the Bank Guarantee/Performance Security of the annual maintenance period or from the payable amount of AMC charges/bills ;</p> <p>20.4 In case of resident engineer is absent or alternate arrangements not made by the Coordinator or any failure in sending the engineer will attract penalty @Rs500/- day for period of absence. The amount of penalty will be recovered either from the Bank Guarantee/Performance Security of the annual maintenance period or from the payable amount of AMC charges/bills;</p> <p>20.5 The Contractor shall not change the engineer(s) without prior approval from the Project-In-Charge. Further that the Contractor shall provide a substitute for a deployed engineer, if required by the Employer, within five days of such request. Failure to do so may lead to termination of the contract and /or imposition of penalties by the Employer on the Contractor @Rs500 that will not exceed 10% of the total value of the contract.</p> <p>20.6 Goods and service Tax (GST), as applicable on liquidated damages as above shall also be deducted/recovered from the contractor.</p> <p>20.7 The Employer reserves the right to cancel the contract, in case the Contractor is failing to provide services up to the satisfaction level or on security grounds.</p>



**Schedule – C**

**REFERENCE TO TERMS AND CONDITIONS OF CONTRACT**

S.No	Clause reference	Clause particulars	Stipulations
1.	Clause 15 of Terms and Conditions	Contract Period	One (01) Year from the date mentioned in the LOI

**AGREEMENT FORM**

(On Non-Judicial stamp paper of Requisite Value i.e. Rs100/-)

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 between IIM RAIPUR having its registered office at IIM RAIPUR, ATAL NAGAR, PO. KURRU (ABHANPUR), RAIPUR – 493 661, CHHATTISGARH, INDIA (hereinafter called the " Institute") which expression shall include its successors and assignees, represented by \_\_\_\_\_ (the 'CONTRACTOR'), which expression shall include their successors & assignees of the OTHER PART.

Whereas the Institute has invited Bids for the work of "-----" at \_\_\_\_\_ at IIM RAIPUR (hereinafter called the "work") and the contractor has furnished his Bid and other conditions in response to the invitation of Bids.

Whereas the Institute has accepted the Bid submitted by the Contractor for the execution of the works covered under and required to be done under this Agreement upon the terms and subject to the conditions as mentioned herein below and in this Agreement.

The contract comprises the following component parts, all of which shall form an integral part of this contract as if herein set out verbatim or if not attached, as if hereto attached.

- 1. Document No. I : LETTER OF AWARD AND LETTER OF ACCEPTANCE  
: CORRESPONDENCE WITH THE CONTRACTOR
- 2. Document No. II : NOTICE INVITING TENDER
  - Section – II : INFORMATION FOR BIDDERS
  - Section – III : SCOPE OF WORK
  - Section – IV : TERMS & CONDITIONS OF CONTRACT
  - Section – V : TENDER FORMS & SCHEDULES

NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declare as follows; that is to say in consideration of the payments to be made and the departmental materials to be issued to the contractor by the Institute, the Contractor shall execute the said works in the manner as prescribed in the Agreement or which are implied or may be reasonably necessarily for the completion of the said work on the terms and conditions mentioned in the contract.

IN WITNESSETH WHEREOF THE PARTIES hereto have signed this agreement hereunder on the date respectively mentioned against the signature of each at \_\_\_\_\_.

For and on behalf of Contractor

For and on behalf of IIM Raipur.

Signature  
(Designation)  
Place: \_\_\_\_\_  
Witnessed by:

Signature  
(Designation)  
Place: \_\_\_\_\_  
Witnessed by:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**WARRANTY FORM**

***(To be enclosed with Envelope No. 1 i.e. Technical bid)***

I/ We (hereinafter referred to as "the Contractor") having carefully studied all the documents, specifications, drawings, etc. pertaining to the Contract for works, required for the work of **Comprehensive Annual Maintenance Contract (CAMC) of computers and its peripherals at Indian Institute of Management Raipur, Atal Nagar, P. O. - Kurru (Abhanpur), Raipur – 493 661, Chhattisgarh, India** (hereinafter called the "Works") and the local and site conditions and having undertaken to execute the said works.

*I do hereby warrant that:*

- 1 The Contractor is familiar with all the requirements of the Contract.
- 2 The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
- 3 The Contractor is satisfied that the work can be performed and completed as required in the Contract.
- 4 The Contractor accepts all risk directly or indirectly connected with the performance of the Contract.
- 5 The Contractor has had no collusion with other Contractors, with any of the men of the Project-in-Charge or with any other person in Institute to execute the said works according to the terms and conditions of the said contract.
- 6 The Contractor has not been influenced by any statement or promise of the Institute or Project-in-Charge but only by the Contract Documents.
- 7 The Contractor is financially solvent.
- 8 The Contractor is experienced and competent to perform the Contract to the satisfaction of the Project-in-Charge.
- 9 The statements submitted by the Contractor are true.
- 10 The Contractor is familiar with all general and special Laws, Acts, Ordinances, Rules and Regulations of the Municipals, Districts, State and Central Government of India that may effect the work, its performance or personnel employed therein.

Date:

For and on behalf of the Contractor

**(Seal and Sign of the Bidder or  
Duly authorized Representative)**

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Ref No.

Date:

To,

**Chief Administrative Officer,  
IIM RAIPUR,**

**Atal Nagar, P. O. - Kurru (Abhanpur),  
Raipur – 493 661, Chhattisgarh, India**

**Sub: Acceptance in respect of Terms & Conditions of Tender document.**

Ref:- NIT No. \_\_\_\_\_ dated -04-2019.

**Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of computers and its peripherals at Indian Institute of Management Raipur, Atal Nagar, P. O. - Kurru (Abhanpur), Raipur – 493 661, Chhattisgarh, India**

Sir,

- 1.** I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) [www.IIMRaipurindia.com/](http://www.IIMRaipurindia.com/) [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 2.** I/We hereby certify that I/we have read the complete tender document which shall form part of the contract agreement and I/we shall abide hereby by the content contained therein.
- 3.** The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4.** I/We hereby certify that I/we have carefully read 'Scope of Work' and 'Schedule of Quantities & Prices' and ascertained the minimum requirement of manpower, material, machinery etc. for successful execution of the work.
- 5.** I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
- 6.** In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
- 7.** I/ We confirm that before submitting this Bid, I/ We have visited the Project site(s) and fully acquainted ourselves with the site conditions and local situation regarding materials, required for inspection and rectification, labour and all other factors pertaining to the work under this Bid.
- 8.** I/ We confirm that our bid shall be valid upto **180 days** from the date of opening of Cover-1, Technical Bid.
- 9.** I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures and Forms and additional data etc. furnished herewith are true and correct.
- 10.** I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
- 11.** Until a formal contract is prepared and executed, this bid, together with your notification of award, will constitute a binding contract between us
- 12.** I/ We confirm that it is my/our sole responsibility to ensure that registration certificate under NSIC submitted in lieu of EMD & Tender Fee, is applicable for the works/ services covered under this tender document and if Bid not accompanied with proper EMD or registration with NSIC shall be rejected summarily as being non-responsive and my/our price bid (Cover - 2) will not be opened.
- 13.** I/ We understand that you are not bound to accept the lowest or any bid you may receive.
- 14.** I/ We certify / confirm that we comply with the eligibility requirements as per Bid documents

**Seal and Sign of the Bidder or  
Duly authorized Representative**

**Name:**

**Address:**

**INFORMATION SYSTEM ON ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)**

**(Payment to parties through ECS/RTGS/NEFT/Net banking)**

1. PARTY'S NAME : .....
- Address : .....
- E-mail ID : .....
- Phone/ Mobile No. : .....

2. PARTICULARS OF BANK ACCOUNT:

A. BANK NAME : .....

B. BRANCH NAME : .....

Branch Code : .....

Address : .....

Telephone No. : .....

C. 9-DIGIT CODE NUMBER : .....

OF THE BANK & BRANCH (MICR Code)

(Pl. enclose a copy of cancelled cheque for record & correctness of code number)

D. IFSC Code of the Beneficiary Bank :

--	--	--	--	--	--	--	--	--	--	--	--

E. ACCOUNT Type : .....

(S.B. Account/Current Account or Cash Credit)

F. BANK ACCOUNT NO. OF THE PARTY : .....

**I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Company responsible.**

**I agree to bear bank charges for transaction through ECS/NEFT/RTGS.**

( ..... )

Date:

Signature of the Party

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

( ..... )

Signature of the Authorized Official from the bank

**DECLARATION/UNDERTAKING**

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/ not applicable to us and our organization falls under the definition of:

- (i) [ ] - Micro Enterprise
- (ii) [ ] - Small Enterprise
- (iii) [ ] -MediumEnterprise.

Please tick in the appropriate option box [ ] and attach documents/ certificate, if any.

B) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

**(Seal and Sign of the Bidder or  
Duly authorized Representative)**

Note: MSEs to attached notarized copy of Certificate.

**CERTIFICATE**

This is to certify that I/We am/are not indulge or allow anybody else working in our organisation to indulge in fraudulent activities and would immediately apprise the organisation of the fraud/ suspected fraud as soon as it comes to our notice.

(.....)

**Seal and Sign of the Bidder or  
Duly authorized Representative**

**DECLARATION BY BIDDER**

I/ We, M/s \_\_\_\_\_ (Name of bidder) hereby certify that I/  
We have not been banned / delisted/ blacklisted/ debarred from business by any PSU/ Govt.  
Department during last 03 (Three) years.

**(Seal and Sign of the Bidder or  
Duly authorized Representative)**



## EXPERIENCE &amp; FINANCIAL

## DETAILS 1. EXPERIENCE (SIMILAR NATURE OF WORKS)

Clause.	Detail of similar works carried out	No. & Date of Work Order/Contract	Final Completion Value of Work Order/Contract	Actual date of Completion (Month & Year)	Name and Complete of address of the customer	Number of Node/Computer
Clause 2.1G(i) [One similar completed work costing not less than the amount equal to Rs 6 Lakh]						
Clause 2.1G(ii) [One similar work completed (apart from above at (i.)) for at least 200 computers]						
Clause 2.1G(iii) [One Annual Maintenance Contract for LAN (apart from above at (i & ii)) of more than 200 nodes connected in LAN under Window/Linux/NT environment.]						

## 2. Annual Turnover

The information supplied should be the annual turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed, in the last Three (03) financial years

S. No.	Financial year	Turnover (Rs. in Lacs)
1.	2015-2016	
2.	2016-2017	
3.	2017-2018	

## 3. ISO Certificate Details \_\_\_\_\_

Date \_\_\_\_\_ 2019

Seal and Sign of the Bidder or  
Duly authorized Representative

**DECLARATIONS**

**I/ We, M/s ..... (Name of bidder) hereby declare the following:**

<b>Sl. No.</b>	<b>Declaration Type</b>	<b>Declaration</b>	<b>Acceptance</b>
A	Declaration for De-Listing	We hereby declare that, we have not been banned/de-listed/black listed/ debarred from business by any PSU or Govt Department during the last three years	Agree Only
B	Undertaking	We hereby undertake that we have studied and understood all the terms and conditions as mentioned in tender document (including ITB, Terms & Conditions of Contract and Scope of Work) and we agree to abide by the same unconditionally.	Agree Only
C	Declaration regarding taxes & duties	<ol style="list-style-type: none"> <li>1. All applicable taxes &amp; duties including GST (CGST &amp; SGST/UTGST or IGST), Any other taxes etc. on items against tender specification have been included in the price bid.</li> <li>2. All applicable taxes/duties including GST as applicable and assessed on the Employer have been also included in the prices/ rates, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer.</li> <li>3. The taxes and duties shall be dealt as per Section- I ITB Clause No. 11 and clause no. 7.0 of Section IV – TCC.</li> </ol>	Agree Only
D	Corrupt, Fraudulent, Collusive or Coercive Practices	We hereby declare that we are not engaged in any Corrupt, Fraudulent, Collusive or Coercive Practices as mentioned in Clause No. 26 of Section- I ITB.	Agree Only
E	Correctness of bid	We hereby declare that information furnished with Bid is correct in all respect	Agree Only

**(Seal and Sign of the Bidder or Duly authorized Representative)**

**Annexure -IX**

<b>Registration details of Indian Institute of Management Raipur, Atal Nagar, P. O. - Kurru (Abhanpur), Raipur – 493 661, Chhattisgarh, India</b>		
S.No	Particulars	Data
1.	Organization Name	IIM Raipur
2.	GSTIN No	
3.	Email	itdept@iimraipur.ac.in
4.	Phone Number	0771-2474609, 651, 705

**(Seal and Sign of the Bidder or  
Duly authorized Representative)**

**Annexure -X****Details of Registration of Bidder**

S.No	Particulars	Data
1	Supplier Name	
2	Type of Supplier	Registered/unregistered/composite/foreign/causal/co nsumer, company (stike-out whichever is not applicable)
3	GSTIN	
4	Address of Supplier	
5	TAN	
6	PAN	
7	Name and Designation of Contact person	
8	Email Address	
9	Mobile no	
10	Phone no	
Note:		
i	It is intimated that IIM RAIPUR shall not be responsible in any manner, whatsoever, for the failure of suppliers to claim and credit/ off-set or any other benefit under GST due to non-submission/ incorrect incomplete or late submission of GST details	
ii	It is further intimated that furnishing the requested data will also be in the interest of all suppliers for timely settlement of their bills.	

**(Seal and Sign of the Bidder or Duly Authorized Representative)**

## ANNEXURE XI

## CHECK LIST

(To be uploaded online)

S.No	Document Required	Clause Reference	Action Required	Submitted (Yes/No)
1.	Information of Bidder (on letter head): Name: Correspondence Address: Mobile No. Email: Fax:	ITB Clause 2.0	<b>Scanned copy to be uploaded by bidder</b> (Bidder should provide correct address and other details for correspondence. IIM Raipur shall not be responsible for any kind of communication failure.)	
2.	Type of the Firm/Company i)Proprietary: ii)Partnership: iii)Private Co. iv)Public Co.	ITB Clause 2.0	<b>Scanned copy of</b> partnership deed/Memorandum of Association/Article of Association with authorization to sign and submit the tender	
3.	Copy of registration of PAN, GSTIN	ITB Clause 2.2	Scanned copy to be uploaded	
4.	For qualification criteria of Past Experience	ITB Clause 2.2	Scanned copy to be uploaded	
5.	Copy of ISO Certificate	ITB Clause 2.2	Scanned copy to be uploaded	
6.	Copy of Annual Report/ Audited Balance sheet & Profit & loss account/ Copy of Certificate from Chartered Accountant in respect of annual turnover along with ITR for 2014-15, 2015-16 & 2016-17	ITB Clause 2.2	Scanned copy to be uploaded	
7.	<b>Tender Document Fee in any one from</b> (i) DD/BC amounting to Rs590/ (ii)Notarized copy of valid MSEs registration certificate	ITB Clause 1.2.3 and 13.1	Scanned copy to be uploaded	
8.	<b>EMD in any one from</b> (iii) DD/BC amounting to Rs20000/ (iv) Notarized copy of valid MSEs registration certificate	ITB Clause 1.2.3 and 13.2	Scanned copy to be uploaded	

9.	<b>Authorization/Power of attorney in respect of person for signing of documents &amp; for online submission of Bid along with Partnership deed in case of partnership firm or memorandum and articles of association and certificate of incorporation in case of Pvt. Company /Partnership firm.</b>	ITB Clause 10.1(A) and 17.1.1 to 17.1.5	Scanned copy to be uploaded	
10.	<b>Warranty form</b>	Annexure-I of Section V TF&S	Scanned copy to be uploaded	
11.	<b>Tender Acceptance Letter (on company's letterhead)</b>	Annexure-II of Section V TF&S	Scanned copy to be uploaded	
12.	<b>ECS Form</b>	Annexure-III of Section V TF&S	Scanned copy to be uploaded	
13.	<b>MSE Declaration</b>	Annexure-IV of Section V TF&S	Scanned copy to be uploaded	
14.	<b>Fraud Policy Certificate</b>	Annexure-V of Section V TF&S	Scanned copy to be uploaded	
15.	<b>Declaration by Bidder</b>	Annexure-VI of Section V TF&S	Scanned copy to be uploaded	
16.	<b>Declaration of Past Experience &amp; Financial Data</b>	Annexure-VII of Section V TF&S	Scanned copy to be uploaded	
17.	<b>Declarations i) De-listing ii) Undertaking iii) for taxes and duties iv) Corrupt, Fraudulent, Collusive or Coercive Practices v) Correctness of bid</b>	Annexure – VIII of Section V TF&S	Scanned copy to be uploaded	
18.	GST Registration Detail of IIM Raipur	Annexure – IX of Section V TF&S	Scanned copy to be uploaded	
19.	GST Registration Detail of Bidder	Annexure – X of Section V TF&S	Scanned copy to be uploaded	

**(Seal and Sign of the Bidder or Duly authorized Representative)**