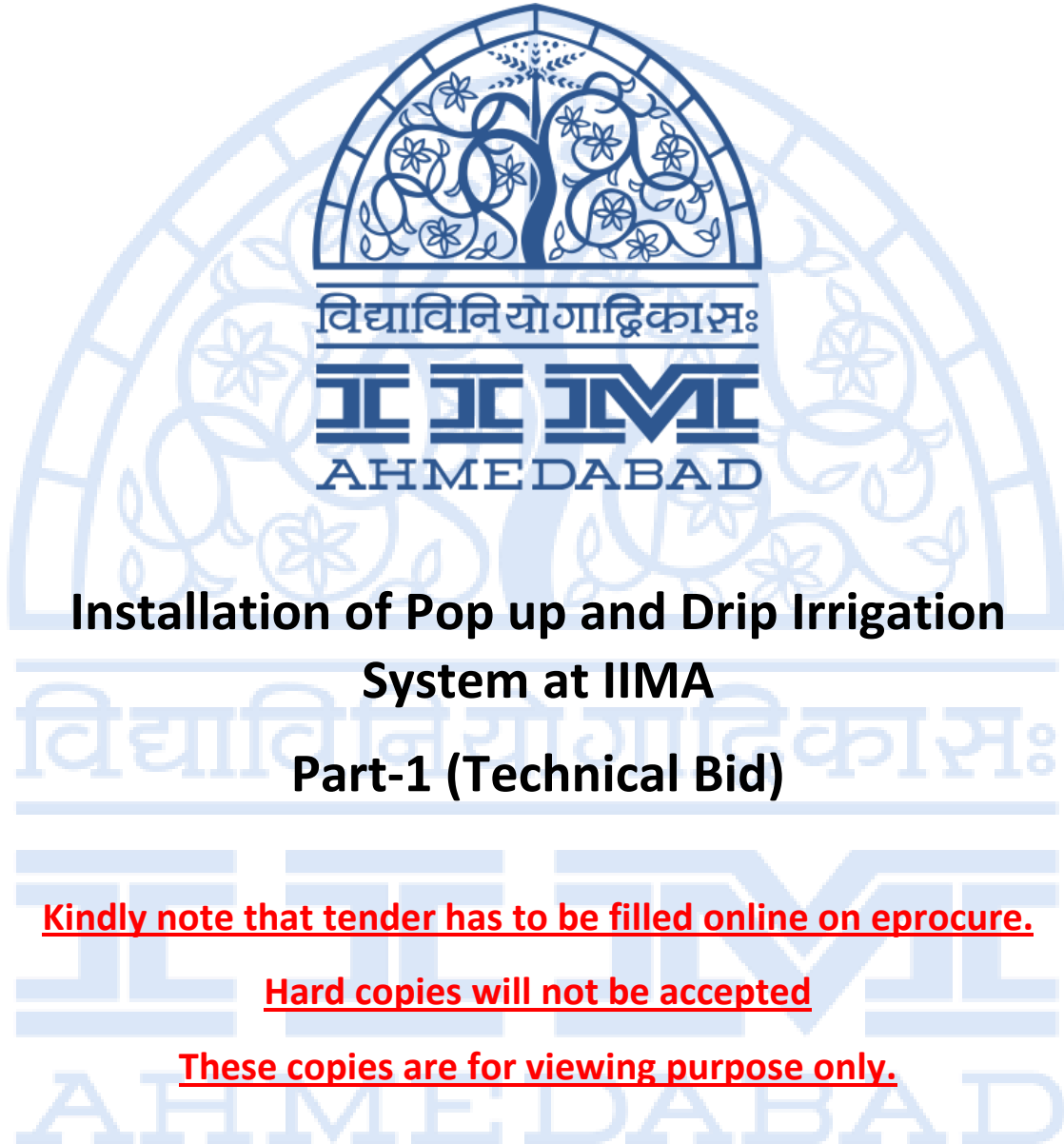


Tender no. IIMA/CCSP/ 43/2016-17

January 02, 2017



**Installation of Pop up and Drip Irrigation
System at IIMA
Part-1 (Technical Bid)**

Kindly note that tender has to be filled online on eprocure.

Hard copies will not be accepted

These copies are for viewing purpose only.

PART - I (TECHNICAL BID)

To be submitted in separate sealed envelope

Tender No: IIMA/CCSP/ 43 /2016-17 January 02, 2017

Table of contents

I N D E X

Chapter no.	Description	Page nos.
Part- I (Technical bid)		
1	Notice inviting tender & schedule of events	3
2	Pre-qualification criteria	5
3	Special conditions of contract	7
4	General conditions of contract	14
5	Bid format	18
6	Bid evaluation system	20
7	Safety code	21
8	Annexures	24
9	Price bid	

Chapter - 1

NOTICE INVITING TENDER AND SCHEDULE OF EVENTS

NIT NO.IIMA/CCSP/43 /2016-17

January 2. 2017

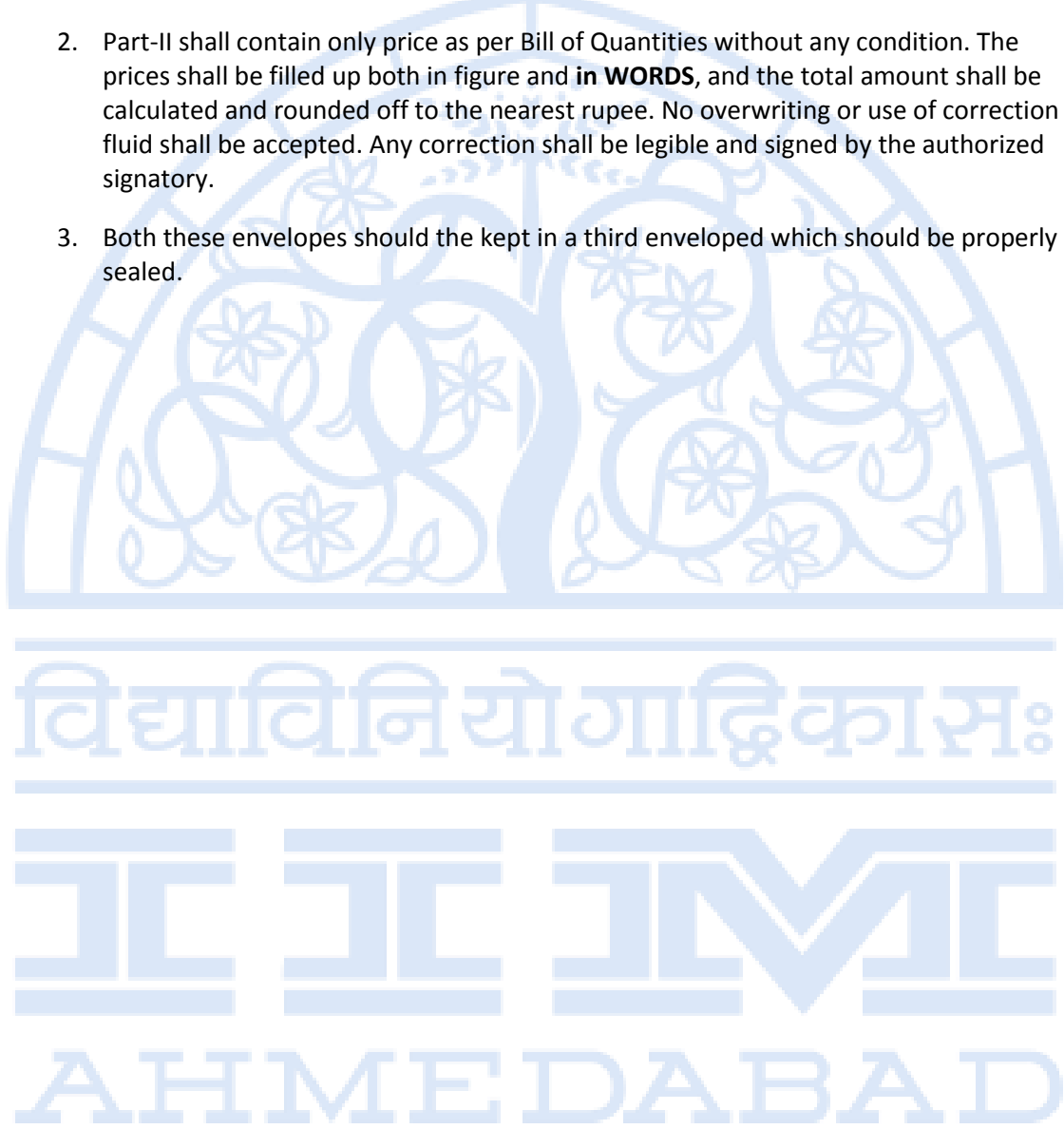
Sealed item rate tenders under two bid system are invited from bona fide experienced & reputed contractors of financial standing meeting the pre-qualifying requirement for the job given below:

NAME OF WORK:	Automatize Irrigation System works at IIMA
TENDER NO./ NIT NO.	IIMA/CCSP/ 43 /2016-17 January 02, 2017
TENDER COST	Non- refundable Rs. 2,000/- (Rs two thousand only) payable by Demand Draft or pay order in favor of IIM, Ahmedabad.
Earnest Money Deposit (EMD)	Rs. 25,000/- (Rupees twenty five thousand only) by demand draft in favor of Indian Institute of Management Ahmedabad, payable at Ahmedabad
CONTRACT PERIOD	One year from the date of submission of bid.
Defect liability period	12 months from virtual completion
ISSUE OF TENDER	06/01/2017 to 27/01/2017 up to 2.30 pm. To be downloaded from our website www.iimahd.ernet.in or E-procurement
PRE BID MEETING	At 11.00 am on 17/01/2017 for clarifications of queries if any, the address mentioned below.
SUBMISSION/ RECEIPT OF TENDER	From 11.00 am of 22/1/2017 to 3.00 pm of 27/01/2017 in: Office of Manager Contracts and Compliance, First floor, Administrative Building, Heritage (Old) Campus, Indian Institute of Management Ahmedabad, Vastrapur, Ahmedabad, Gujarat (India) 380015 Phone +91 79 66327987/7986/7985 Email : cmpem@iima.ac.in
OPENING OF TENDER PART-I	Technical bid shall be opened on the same day i.e. 27/01/2017 at 3.30 pm in the presence of authorized attending representatives of contractors.
PART – II (Price Bid)	Will only be opened the technically acceptable contractors at

	later date which will be informed well in advance..
--	---

Bids shall be submitted in two separate sealed envelopes.

1. Part-I shall contain original offer along with EMD.
2. Part-II shall contain only price as per Bill of Quantities without any condition. The prices shall be filled up both in figure and **in WORDS**, and the total amount shall be calculated and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorized signatory.
3. Both these envelopes should be kept in a third envelope which should be properly sealed.



Chapter -2

PRE-QUALIFICATION CRITERIA

1. The applicant should be in business of similar work (drip irrigation system) for a minimum period of SEVEN years as on 31.03.2016.
2. The applicant should have satisfactorily completed one job of similar class and magnitude with REPUTED CLIENT, in last three years costing not less than **Rs 15 lakhs**.
3. The applicant's annual average financial turnover (gross) from the business of Civil/Plumbing/Irrigation works, computed as average of the last three financial years i.e. 2013-14, 2014-15 & 2015-16 duly audited by Chartered Accountant shall be minimum **Rs 75 lakhs**. The contractor shall submit Audited Balance Sheets in support of his claim.
4. The applicant must be a profit-making organization during each of the last three years 2013-14, 2014-15 & 2015-16. (Agency to submit the documentary proof in support for the eligibility criteria mentioned above. A simple undertaking by the agency for any of the above points shall not be considered for evaluation.)

The bidder should furnish the information of the following while submitting bids:

1. About their firm / company.
2. Detail of different type & number of equipment possessed by them.
3. The bidder should sign with firm's stamp on all the pages of bids.

TERMS & CONDITIONS

Tender documents can be downloaded from our website www.iima.ac.in. Mere downloading the tender document from IIMA, however, not imply that the bidder is considered qualified.

Tender/ offers may be sent by post/ courier to the office of tender submission authority namely:

Office of the Manage (Contracts and Compliance), first floor, administrative buildings
Heritage (old) Campus, Indian Institute of Management Ahmedabad,
Vastrapur, Ahmedabad- 380015

EMD as mentioned above shall be paid separately by DEMAND DRAFT in favour of Indian Institute of Management Ahmedabad, payable at Ahmedabad.

During opening of Technical Bid (i.e. Part-1) the name of Tenderers who have submitted their offers along with details of Earnest Money Deposit will only be read out and NO other information/ details whatsoever, will be read out.

The offer of the Tenderer shall be valid for a period of 3 (Three) months from the last date of submission of Tender/ revised offer (if any).

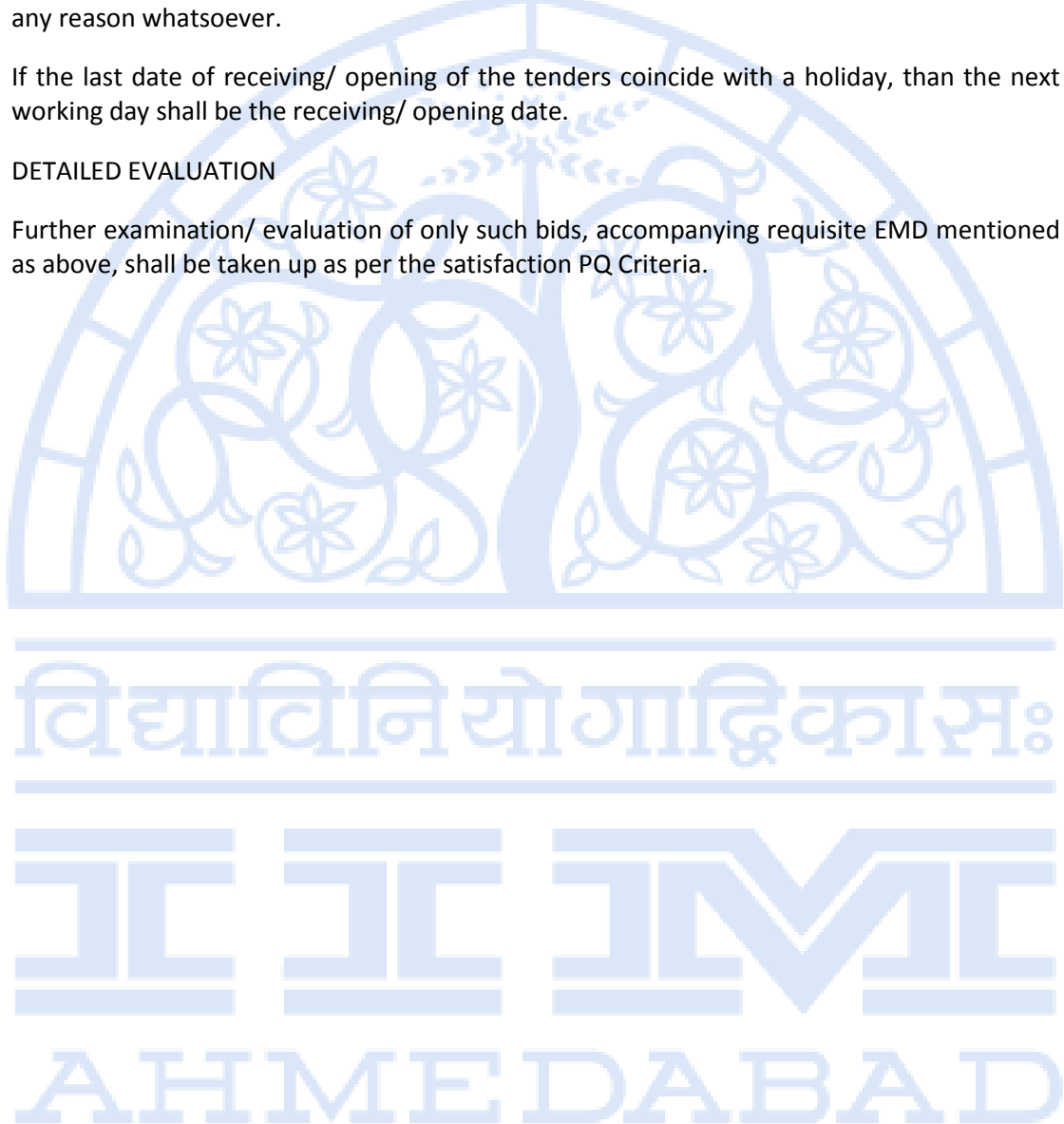
In deciding upon the selection of contractors for the work, great emphasis will be put on the ability and competency of contractors to provide high quality workmanship according to the time schedule and in close co- ordination with other agencies.

IIMA reserves the right to accept/ reject any or all tender in part or full, without assigning any reason whatsoever.

If the last date of receiving/ opening of the tenders coincide with a holiday, than the next working day shall be the receiving/ opening date.

DETAILED EVALUATION

Further examination/ evaluation of only such bids, accompanying requisite EMD mentioned as above, shall be taken up as per the satisfaction PQ Criteria.



Chapter – 3

SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION:

Before attempting to fill the tender document, the Tenderer should visit the IIM Ahmedabad campus and site to familiarize himself with the various elements of services that are required to be rendered and to understand the quality levels of service that are required to be rendered.

1. The Contractor's personnel shall not indulge in entertaining their guests/outside in the IIMA premises, and shall not loiter in the IIMA premises and shall not normally move out of their specified area of operation.
2. The contractor shall make necessary arrangements for regular and proper collection and disposal of waste generated on day to day basis.

BID VALIDITY

1. Bid submitted by bidder shall remain valid for a period mentioned in **chapter 1 on notice inviting tender and schedule of event**. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as "REJECTED" and EMD shall be forfeited without any reference to the Bidder.
2. Conditional tenders will NOT be accepted.

PERIOD OF CONTRACT:

1. The total initial period of contract will be as per **chapter 1 on notice inviting tender and schedule of event**, with provision to extend the contract further due to conditions beyond contractor's control & upon Architect's / Engineer – in – charge's recommendation. As the application can only take place when the surface is totally dry, non-availability of dry month can result in extension of time period.
2. Notwithstanding anything contained in other clauses of the tender document, the contract will automatically terminate if and to the extent that the continuation of the contract or any part thereof become illegal or legally impermissible for any cause.
3. Upon termination of the contract (except termination due to illegality) the Owner shall be entitled, at the risk and cost of the Contractor, to arrange to complete the remaining items as stipulated in the scope of the work through an independent agency or agencies and to adjust any differential amount thus incurred from the Contractor (in addition to any other amounts, compensation and damage that the Owner is entitled to in terms of the contract or otherwise) from the security deposit or any other amounts due or becoming due to the Contractor.

EARNEST MONEY:

Earnest Money demand draft in favor of IIMA Ahmedabad and must be enclosed along with the Technical bid of the tender. Tenders submitted WITHOUT earnest money will NOT be considered. The earnest money of the unsuccessful bidders will be refunded without any interest after the award of the contract. The earnest money of the bidder is liable to be forfeited if the bidder prematurely withdraws his bid or the successful Tenderer fails to take up the job or fails to deposit the initial security deposit.

SECURITY DEPOSIT:

1. Security Deposit: The Employer shall deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work. In case, if the work value of the complete project is revised from the tendered value, the security deposit will be accordingly revised. **50% amount of Security Deposit shall be released after one year from the date of virtual completion of work and remaining 50% amount shall be released after two years from the date of virtual completion of work after rectification of the defects, if any, pointed out during the defects liability period.** The amount retained by the Employer shall not bear any interest. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this contract may be deducted from his Earnest Money and Security Deposit. Unless such deposit has become otherwise payable, the Contractor within ten days shall make good in cash the amount so deducted.
2. Performance Guarantee: Besides Earnest money and security deposit, an irrevocable Performance Guarantee of 5% of the tendered amount shall be submitted by the contractor for his proper performance of the contract agreement in the form of fixed deposit receipt/Government Securities/Guarantee Bond/banker's cheque of a scheduled bank/demand draft as approved by the Employer. The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After obtaining certificate of virtual completion of the work, the Performance Guarantee shall be returned to the contractor, without any interest.

PAYMENT OF BILLS

1. Payment shall be made on RUNNING ACCOUNT BILLS (RA Bills) on the basis of the bills having been prepared by the Contractor in triplicate at accepted "SCHEDULE OF RATES". Copies of the following should be enclosed along with the bills. Two RA and one final bill will be permitted. The minimum value of a bill should be Rupees five lakhs.
2. Income Tax deduction will be made from RA Bills of the Contractor as per rules and regulations in force under the Income Tax Act.

3. All inclusive rates have to be quoted.
4. Payments will be made within 30 days of submission of bills provided the bills are complete and duly authenticated by the specified Officer(s) of the Owner, verified, and recommended for payment by Engineer in Charge.
5. Payments will be made by electronic transfers/account payee cheques payable at Ahmedabad only

ESCALATION / DE-ESCALATION: This clause is NOT APPLICABLE

INSPECTION AND TESTING BY THE OWNER:

The Owner shall be entitled to inspect and / or test by itself or through any of its representative or an independent agency any premises of the Contractor and materials stored therein for use pursuant to the Contract and/or any ingredient to be used during the execution of this contract.

INTERPRETATION:

The Special conditions of contract shall be read in conjunction all other documents forming of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed supplementary to and complimentary of every part and shall be read with and into the contract.

ASSIGNMENT & SUB-CONTRACTING

1. The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of on unavoidable circumstances, the contractor shall be able to do it with approval of the authorized representative(s) of the Owner. However the job shall be sublet only to the party approved by the owner.

POWER, WATER AND OTHER FACILITIES:

1. IIMA shall provide the Contractor power and water on site. FREE OF COST
2. The contractor will arrange for other facilities, utilities, equipment and inputs required for executing the contract.
3. The contractors' men shall not be allowed to live on campus.
4. IIMA shall not be responsible for theft, loss, accidental damage to any equipment and material brought to the site by the Contractor. The safety and security of these shall be the sole responsibility of the contractor.

QUANTUM OF WORK:

1. The quantities given in the "Schedule of Rates" are approximate only and may vary in actual course of execution. The Contractor is therefore, advised to quote very carefully. No claim for compensation from the Contractor shall be entertained due to any variation in quantities (irrespective of the quantum of variation) or deletion of any item(s).
2. Rates will be for all levels and height with necessary safety equipment etc.

SERVICES FOR SPECIAL OCCASION:

1. If at any time during the existence of the contract the Owner desires to utilize the services of the Contractor for any special occasion or otherwise, the Contractor will arrange the same at the rates to be mutually agreed upon (provided the items are outside the rates of items already included in the tender).
2. IIM reserve the right to award additional equal quantity of work at same rate with in one year of last date of submission of tender.

FINAL PAYMENTS AND RETENTIONS:

Release of final payments and retention money outstanding on expiry or termination of the contract shall be subject to the Contractor furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Contractor pursuant to the contracts to work within the premises of IIMA.

INCOME TAX CLEARANCE CERTIFICATE/ ASSESSMENT ORDER/ IT RETURN

Attested copy of Latest valid Income Tax Clearance Certificate/ Latest Assessment order/ Latest IT return duly acknowledge by Income Tax authorities should be in the name of the FIRM/ ORGANIZATION/ INDIVIDUAL quoting for the work.

SERVICE TAX REGISTRATION NUMBER

Bidder shall furnish attested Photocopy of Service Tax Registration Number in the name of FIRM/ ESTABLISHMENT while quoting for the work.

EXPENSES TO BE BORNE BY BIDDER

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. IIMA in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

EMD

Bidder shall furnish EMD by DEMAND DRAFT in favour of Indian Institute of Management Ahmedabad, payable at Ahmedabad. Offers received without EMD shall be rejected.

PRICES, TAXES, DUTIES

The Bidder should quote firm prices / rates taking in to account of all Taxes, Duties, Levies, Personal Tax, Corporate Tax, Service Tax, VAT, and all other expenditure required to be incurred by him/her for providing required services etc. during the contract period as indicated under his contract and after wards no variation on any account unless otherwise specifically mentioned will be allowed.

PRE-BID MEETING – Please see Notice Inviting Tender

BID SUBMISSION – Please see Notice Inviting Tender

Bids shall be submitted in single stage two-envelope system as per following:

ENVELOPE NO.1 : TECHNICAL BID

This envelope should have pre-qualification documents, technical details including all supporting documents, copy of ORIGINAL Bidding Document duly signed & stamped on each page of document without filling the prices. EMD shall be submitted in this envelope. All drawings duly stamped and signed should be placed in this envelope.

ENVELOPE NO.2 : PRICED BID

The Bidder shall submit only price/ rates as per Schedule of Rates without any condition. Condition indicated if any in this part shall not be taken cognizance of.

PLACE & ADDRESS FOR SUBMISSION OF BIDS:

Office of Manager Contracts and Compliance, first floor, administrative building, heritage (old) campus, Indian Institute of Management Ahmedabad, Vastrapur, Ahmedabad, Gujarat (India) 380015

OPENING OF BIDS

1. Un priced Part of the offer (i.e. Part – I: Technical BID) shall be opened on same day of submission of offer at 3.30 PM at same office. During the opening only name of Bidder and whether EMD is furnished, shall be informed and no other details/ information shall be given.
2. Price Part of the technically acceptable bidders shall be opened at a later date to be communicated after evaluation of their offers. During opening of Priced Part name of Bidder and Total prices shall be read. No other details/ information shall be given.

EARNEST MONEY DEPOSIT

The bid without requisite Earnest Money and/ or not in the prescribed Performa will not be considered & bids of such Bidders shall be rejected.

SCOPE OF WORK

The complete scope of work and the basic scheme has been defined in the Bidding Document. The bidder who undertakes to take total responsibility for the complete scope of work as defined in the Bidding document shall only be considered.

TIME SCHEDULE OF COMPLETION

The time schedule for completion is given in the Bidding Document. Bidder is requested to confirm to the completion period unconditionally.

Bids based on the process/ basic schemes other than mentioned and/ or not conforming to the technical specifications/ requirements of the Bidding document will not be considered.

CONTRACT AGREEMENT

1. The successful Bidder shall be required to execute a contract Agreement with IIMA on the non-judicial stamp paper of Rs. 100/- (Rupees One hundred only). The cost of stamp paper shall be borne by successful Bidder.
2. IIMA reserves the right to amend the terms & conditions of contract after Mutual discussions and it shall only be in writing.

REJECTION OF TENDER (S):

1. The Owner reserves the right to reject any or all the tenders relating to the work under this Tender Document without assigning any reason whatsoever.

BILLING AND PAYMENTS

1. The agency shall submit the bill/s in a format prescribed by IIMA.
2. IIMA shall release the payments within 30 days of submission of bills complete in all respect.
3. All payments will be made by crossed account payee cheques OR E - PAYMENT.

WORK AT RISK AND COST

The Institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.

INSURANCE

The Successful Tenderer (Contractor) shall take following Insurances:

1. CONTRACTOR'S ALL RISK POLICY
2. WORKMEN COMPENSATION
3. THIRD PARTY INSURANCE

This is to cover any accident or accidents of any nature, for an amount AS REQUIRED FOR this type of work against damage/loss/injury to property or persons or loss of life during the complete period of the contract. A copy of the Insurance Policies will be handed over by the contractor to the concerned authority of the Institute before Starting Date of the work as specified in the Work Order/Letter of Intent. In case the Contractor fails to take the insurance policy, the Institute would arrange for the same at the cost of the Contractor, alternatively, the Institute may stop payment of bills to the contractor till Insurance is arranged by the Contractor or terminate the contract at the risk and cost of the Contractor.

BASIC RATES

Basic rates mentioned in the tender are F O R site, inclusive of all taxes. Difference will be paid OR deducted for the payment to the contractor upon submission of documentary proof.

NON TENDER ITEMS / EXTRA ITEMS

In case of items which the contractor has to execute which are not covered in the tender, the rates shall be paid based on rate analysis duly certified by architect/engineer -in- charge and the overhead & profit margin would be 15% inclusive of all taxes.

INFORMATION REQUIRED WITH BIDS

The following documents / information as per Performa enclosed in the bid document are required to be submitted in along with offer:

1. Copy of Audited Balance Sheets for last three financial years indicating total receipts from Services/ Contracts etc. duly audited by Chartered Accountant.
2. Information about the agency.
3. Service Tax Registration Number, if any.
4. Documentary proof towards PF & ESI number/registration.
5. Latest valid Income Tax Clearance Certificate/ Latest Assessment order/ Latest IT return duly acknowledge by Income Tax authorities.
6. Declaration in the form of an Affidavit in the prescribed format that no legal
7. proceeding(s) and / or Industrial dispute(s) claiming wages or any other payment from or employment with the Principal employer have been initiated by any present employee or previous employee of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership firm).

SAFETY AND SECURITY

Please refer to CPWD norms and relevant section in the tender document.

Chapter-4

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS :

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;

1. The expression "Owner" and/or "Institute" occurring in the tender document shall mean Indian Institute of Management, Ahmedabad and shall include its successors and assigns.
2. The expression "Tenderer" or "Bidder" shall mean the Tenderer who submits the tender for the work and shall include the successors and permitted assigns of the Tenderer.
3. The expression "Contractor" shall mean the Tenderer selected by the owner for the performance of the subject work and shall include the successors and permitted assigns of the Contractor.
4. "Officer-in-Charge" shall mean any officer of the Institute authorized to act as the Officer-in-Charge for the work or any specified part thereof.
5. "Work" and "Scope of work" shall mean the totality of the work / services and supplies of materials by expression or implication envisaged in the contract and shall include all material, equipment and labour required for commencement, performance, provision or completion thereof.
6. "IIMA" shall mean Indian Institute of Management Ahmedabad
7. "Contract" shall mean the contract for the work and shall include the tender document, the Special Conditions of Contract, General Conditions of Contract, the Letter of Acceptance, accepted Schedule of Rates and any other related correspondence, documents and drawings.

ESSENTIAL TECHNICAL REQUIREMENTS

1. The tenderer shall have registration No. under the Employees Provident Funds Misc. Provisions Act, 1952, and Registration No. under Employees State Insurance Act. (IF APPLICABLE) .
2. No legal proceeding(s) and / or Industrial dispute(s) claiming wages or any other payment from or employment with the Principal employer have been initiated by any present employee or previous employee of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership firm). This will have to be supported by an appropriate

Declaration in the form of an Affidavit in the prescribed format, which if found to be false could not only lead to criminal prosecution but could be attended by termination of the contract and award of the work to another contractor at the contractor's risk and cost.

TAXES, LABOUR LAWS AND OTHER REGULATIONS:

1. The Contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
2. The Contractor will be exclusively responsible to meet and comply with all legal requirements related to the work.
3. The Contractor shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or service rendered pursuant thereto.
4. The Contractor shall fully comply with all applicable laws, rules and regulations relating to P.F. Act, ESI Act, Bonus Act, Minimum Wages Act, Contract Labour Act, Workmen's compensation Act, C.L. (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Central, States, Municipal and local governmental agency or authority.
5. The Contractor shall be responsible for proper maintenance of all registers, records and accounts so far as it relates to compliance of any statutory provisions / obligations. The Contractor shall be responsible for making records pertaining to payment of wages act and also for depositing the P.F. and ESI contributions, with the authorities concerned.
6. The Contractor shall be responsible and liable for all the claims of his employees.
7. The Contractor shall obtain license under the Contract Labour (R&A) Act from the office of the Assistant Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill will be cleared only on submission of the said licence. The Contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime Register, First Aid Box, Display of Notices, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
8. The Contractor shall obtain adequate insurance policy in respect of his workmen engaged by him towards meeting the liability of compensation arising out of injury/ disablement at work and submit a copy to Officer -in -charge within 15 days.

CONDITIONS OF WORK:

1. Work shall be carried out by the Contractor as per the conditions of contract.
2. All the staff shall be medically fit.
3. Entry into IIMA by any Contractor's personnel will be subject to issue of Gate Passes to such personnel for the purpose. Gate Passes shall be for a fixed period and shall be issued at the joint request of the Contractor and the personnel of the Contractor with respect to whom gate passes are sought, in the format prescribed by IIMA in this behalf to be jointly signed by the Contractor and the concerned personnel.

4. Issue of Gate Passes shall be subject to the approval of Officer-in-Charge and such approval shall be subject to the Contractor furnishing to the Officer-in-Charge, copy of letter of appointment issued by the Contractor to each person with respect to whom the Gate Passes is sought, signed in acceptance by the persons to whom the letter of appointment is given.
5. The Gate Pass may be withdrawn without assigning any reason.
6. The Gate Passes issued to the Contractor's personnel shall not ordinarily exceed the number which will be communicated to him by the owner from time to time except to meet emergent, casual or temporary requirements.

MISCONDUCT:

The Contractor shall keep the Owner indemnified from and against all personal and third party claims whatsoever arising out of any commission or omission by Contractor or his employees, or representatives as the case may be.

INDEMNITY

The Contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, Sales Tax, Royalty, Excise Duty, Octroi, Works Contract etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or Bylaws. The Contractor shall not employ child labour. Payment to workers must be according to

MINIMUM WAGES ACT

Compliance with the Owners Rules & Regulations: The Contractor shall comply with all norms stipulated by the Owner such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline & Decency at and Around the work site, Safety Precautions and Safety Regulations.

ARBITRATION

All disputes regarding quality, specifications and rates shall be tried to be settled mutually by making references to conditions of contract documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration subject to Arbitration Act of 1940 and its amendments, modifications to-date. Arbitration cost to be shared equally by the owner and the contractor.

Access to SITE The Contractor shall allow unhindered access to the Institute and/or any other party or person, engaged by the Institute to work at the same site and/or to check/ regulate / watch /guard/ measure/inspect, solely or jointly with the Contractor.

The Contractor shall not sublet the work or engage any sub- contractor without the written permission of the Owner. The Owner may or may not give the permission. If permitted to engage the sub-contractor, the contractor shall be solely responsible to meet financial and

legal obligation on behalf of the sub-contractor. The contractor shall indemnify the owner in respect of all liabilities and obligations which might accrue on behalf of the sub-contractor.

The contract may be terminated by either of the parties by giving a one month notice to the other.

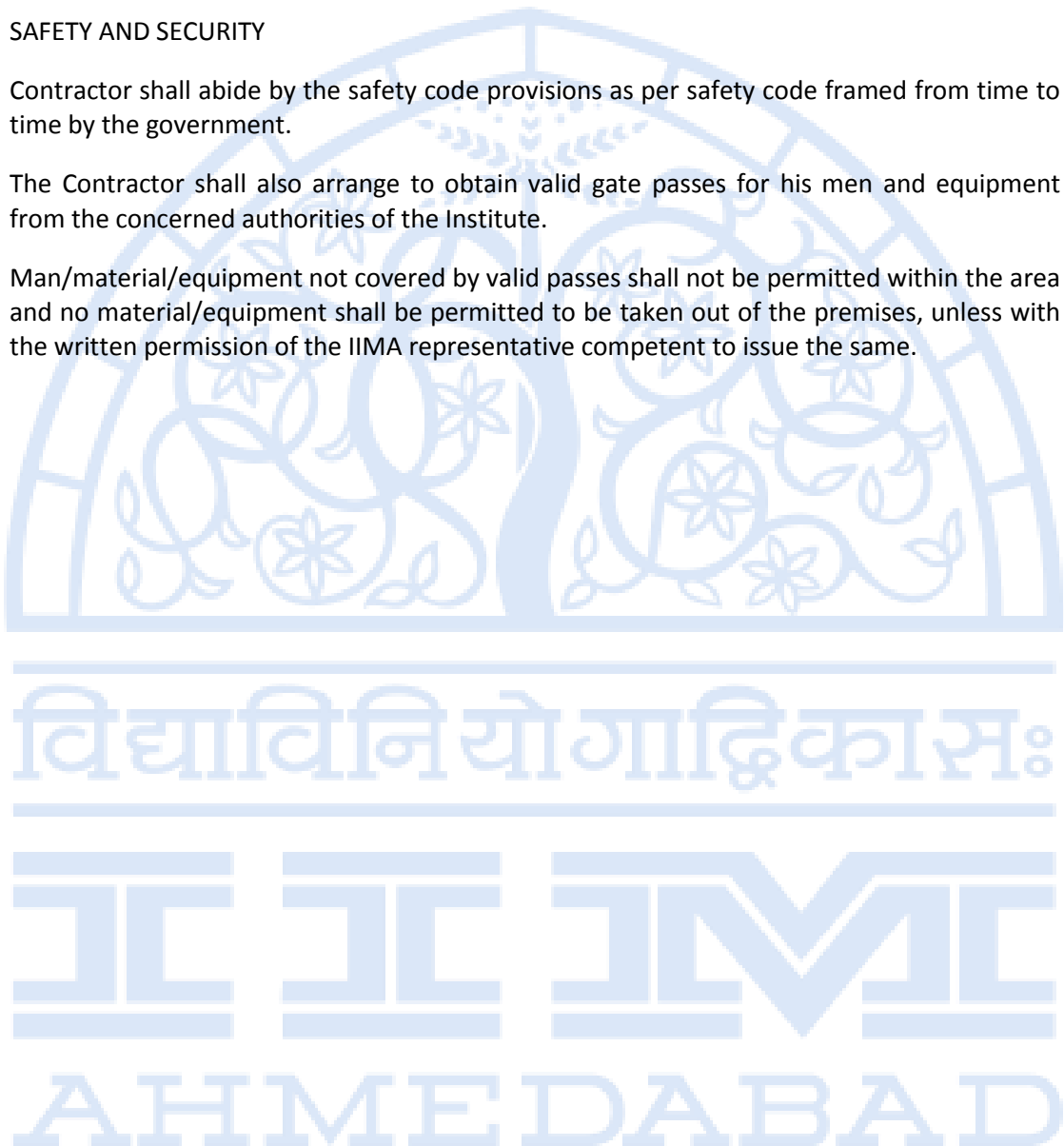
All disputes are subject to Ahmedabad jurisdiction.

SAFETY AND SECURITY

Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government.

The Contractor shall also arrange to obtain valid gate passes for his men and equipment from the concerned authorities of the Institute.

Man/material/equipment not covered by valid passes shall not be permitted within the area and no material/equipment shall be permitted to be taken out of the premises, unless with the written permission of the IIMA representative competent to issue the same.



Chapter -5

BID FORMAT

The bid shall be submitted in order as follows:

Sr.	Copies to be submitted along with the Technical BID document
1	DD for price of the BID documents
2	EMD DRAFT of requisite amount submitted
3	Relevant experience as per PQ criteria
4	Previous contract value as per IIMA's requirement
5	Contractor annual turnover for the last 3 years and its documentations
6	PF registration by the bidder (if applicable)
7	ESIC registration by bidder (if applicable)
8	Service tax registration(if applicable)
9	VAT /TIN/CESS registration (if applicable)
10	Power of Attorney attached in favour of person signed the documents
11	Credentials on his performance of such magnitude
12	PAN registration
13	MoA or Partnership deed copy
14	Financial /audited balance sheet for the last 3 years
15	Any other information bidder would like to attach

Chapter – 6

SYSTEM OF BID EVALUATION

EVALUATION

Notwithstanding anything stated in the tender document, IIMA reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such an assessment in the overall interest of IIMA and the decision of IIMA in this regard shall be final and binding. An assessment team from IIMA may visit any establishment where the bidder is executing this type of work on any day after date of floating the tender. The choice of establishment will be left to the bidder.

Evaluation will be a two tier process:

1. In the first tier the pre-qualification documents will be evaluated and bidders meeting the mandatory criteria will be selected for technical evaluation.
2. In the second tier price BID of only those bidders who qualify in Technical Bid will be opened at a subsequent date.
 - a. The price bids of only those bidders shall be considered for opening and evaluation whose bid is determined to be technically acceptable to IIMA.
 - b. Evaluation of price bid shall be taken up to determine the competitive prices of the techno-commercially acceptable bids and include the following:
 - a. Prices may be loaded for the retained terms and conditions, which are quantifiable and acceptable to IIMA.
 - b. The quoted prices shall be checked to determine the arithmetical correctness of the same.
 - c. IIMA reserves the right to accept/ reject any tender in part or full, without assigning any reason whatsoever.
 - d. IIMA reserves their right to negotiate the quoted price.



Chapter –7

SAFETY CODE

SAFETY CODE

1. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

2. All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.

b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.

c) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken:

d) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

e) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work..

10. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.

11. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing. In case of a departmental machine, safe working load shall be notified by the Engineer-in-charge. As regards Contractor's machines the Contractor shall notify safe working load of each machine to the Engineer-in-charge whenever he brings it to site of work and get it verified by the Engineer-in-charge.

12. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as shall reduce to the minimum risk of accidental descent of load adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energised, insulating mats working apparel such as gloves, sleeves and boots as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

Adequate washing facilities shall be provided at or near places of work.

14. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the Contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-charge or his representatives and the Inspecting Officers.

16. Notwithstanding the above conditions 1 to 15 the Contractor is not exempted from the operation of any other Act or Rule in force.

17. In addition to the above, the Contractor shall abide by the safety code provisions as per C.P.W.D. safety code framed from time to time.

18. The Contractor shall also arrange to obtain valid gate passes for his men and equipment from the concerned authorities of the project.

19. No man/material/equipment not covered by valid passes shall be permitted within the project area and no material/equipment shall be permitted to be taken out of the project area, unless the written permission of the Architect/Engineer in-charge.

20. Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffolds or other working places.

21. The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :

(a) Hoisting machines and tackle, including their attachments, anchorage and supports shall :

(i) be of good mechanical construction, sound material and adequate strength and free from patent defect; and :

(ii) be kept in good repair and in working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

(c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in- Charge.

(d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

(e) Every crane driver or hoisting-appliance-operator shall be properly qualified. (f) No person who is below age of 21 years shall be in control of any hoisting machine, including any scaffold, nor shall give signals to the operator.

- (g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pull by block used in hoisting or lowering or as a means or suspension, the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or any gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with sufficient safeguards.
- (l) Hoisting appliances shall be provided with such means as shall reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.



Chapter – 8

ANNEXURES

Annexure – A

CHECK LIST FOR SUBMISSION OF TENDER

(Mark V In Appropriate Box As Applicable)

- | | | | |
|---|-----|--------------------------|----|
| 1. Confirm original tender signed on each page& included in the offer. | Yes | <input type="checkbox"/> | No |
| 2. Confirm all item rates have been filled without any condition & deviation and submitted in sealed envelope marked “Priced Part”. | Yes | <input type="checkbox"/> | No |

Confirm EMD is submitted with Part – I of

Details of EMD – Value Rs. _____	
Draft No. _____	
Banker Name _____	
Date _____	
Confirm latest ITCC/ Assessment order/ IT _____	
<input type="checkbox"/>	

Service Tax Registration No. _____
Place of Registration _____

Confirm submission of PQ requirement.
Confirmation about submission of P.F & ESI registration no., License to run the services and Labour License
Confirm copy of Power of Attorney submitted

Details of Turnover and Net-worth of last 3 years

Applicant should provide details of turnover for last three years as given in the following format. This statement should be signed and certified correct by the applicant's auditors (Chartered Accountants).

All amounts are to be in lakhs of Rupees.

S. No	Year	Turn- over	Profit as per P/L statement	Profit as per ITR form 3/4/5
.				
1	2013-14			
2	2014-15			
3	2015-16			

Applicant should attach a copy of the IT form 3/4/5 certified by the auditor who is signing the statement above (as applicable) with this.

SERVICE TAX REGISTRATION DETAILS

Service Tax Registration Number:

Place & Registration Authority:

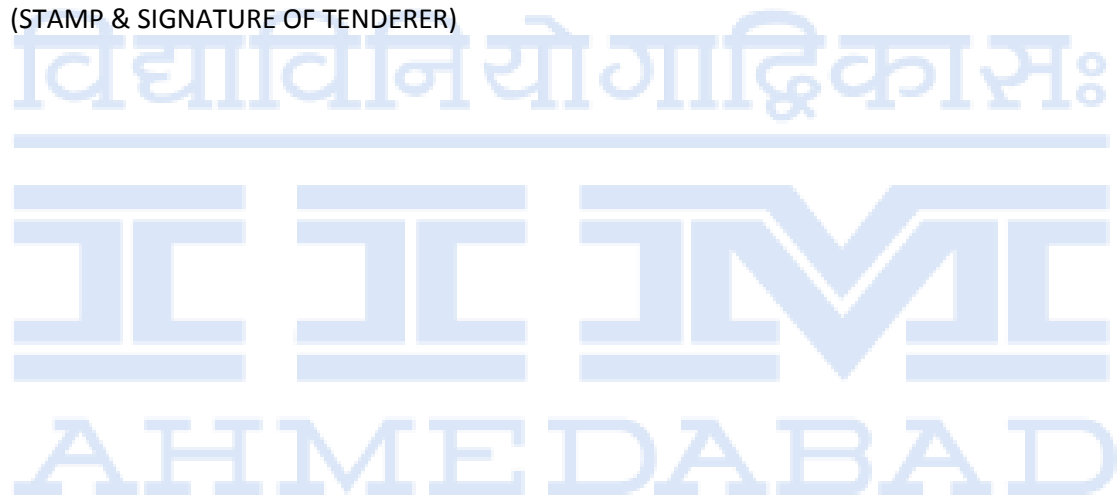
PF REGISTRATION NO:

ESI REGISTRATION:

LABOUR LICENSE's: We hereby confirm that labor License shall be obtained by us before start of the work, if the subject job is awarded to us (if labour license is applicable).

Note: Bidder should submit the relevant document(s) like Profit and loss account, Service Tax number, PF details, ESI Registration Labour License's etc. Service Tax number, PF details, ESI Registration Labour License's shall be obtained before the of the issue of workorder if bidder does not possess them.

(STAMP & SIGNATURE OF TENDERER)



Annexure – C

INFORMATION ABOUT TENDERER

IN CASE OF INDIVIDUAL :

- 1.1 Name of Applicant :
- 1.2 Academic Qualification :
- 1.3 Name of Business :
- 1.4 Whether his business is Registered :
- 1.5 Date of Commencement of Business :

Tenderers may attach separate sheets to : elaborately spell out their experience in catering and maintenance jobs.

- 1.7 PAN No. :

Attested copies Income Tax Return Filed for the last three years

IN CASE OF PARTNERSHIP

- 2.1 Academic Qualification of Partners :
- 2.2 Name of Partners :
- 2.3 Whether the Partnership is Registered :
- 2.4 Date of establishment of firm :
- 2.5 Experience in drip and pop-up irrigation Jobs :
- 2.6 Whether each partner is Income Tax :

Payee

if not, which of them pays the same and

their PAN No.

2.7 Attested copies Income Tax Return Filed for the last three years

IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES

3.1 Amount of paid up capital :

3.2 Name of Director's :

3.3 Date of Registration of Company :

3.4 Experience in Construction :

Profit and loss account for last three financial years.

SIGNATURE

NAME OF THE TENDERER

