



**INDIAN INSTITUTE OF INFORMATION TECHNOLOGY
DESIGN AND MANUFACTURING KANCHEEPURAM
Off Vandalur-Kelambakkam Road, Melakkottaiyur
Chennai-600 127**

NOTICE INVITING TENDER

Name of Work: **“SITC 12 VOLTS, 75Ah/20hr, SMF, Flame retardant, VRLA battery for existing UPS at Academic building at IITDM Kancheepuram”**

Indian Institute of Information Technology Design and Manufacturing (IITD&M) Kancheepuram invites sealed item rate Tenders under **TWO bid** with prequalification systems from the vendors who fulfill the eligibility as given below:

Sl No.	Particulars	Quantity Required
1	“SITC and buyback of 12 VOLTS, 75Ah/20hr, SMF(Sealed & Maintenance free), Flame retardant, VRLA BATTERY (Value regulated lead acid) Make : Panasonic /Exide /Amaron - Quanta with buy back.	As per Annexure-06

The tender document may be downloaded from the website <http://iitdm.ac.in> and central public procurement portal.

Regulated lead-acid battery), Flame retardant for existing UPS at Academic building at IITDM Kancheepuram”

a)	Tender Number /Date	IITDM/19/2018-19/ELECTRICAL/028 dtd 18 Jan 2019
b)	Pre-bid meeting / Site visit	23 Jan 2019 – 1100hrs
c)	Bid Submission	30 Jan 2019– 1100hrs
d)	Bid Opening	30 Jan 2019 - 1200 Hrs
e)	Estimated cost	3,35,720/-
f)	EMD	Rs. 8,400/-
g)	Security Deposit / Performance Guarantee	10% of Tender Value of successful bidder

General Terms and Conditions

1. The Tender should be valid for 03 months from the due date and this work needs to be carried out in a time bound manner and the entire work including SITC, providing, placing in position in the building mentioned above of this Institute.
2. The vendor shall take care of all safety and precautionary measures during transportation, erection & commissioning of the work.
3. No damage shall be made to any equipment, fittings, surfaces, paintings of the building of the Institute. If any made shall be restored by the vendor at his own cost.
4. No unsolicited correspondence shall be entertained after the submission of the offer.
5. Quoting merely the lowest price does not confer any right to any bidder for award of work order. The Institute reserves the right to select any bid on the grounds of quality, offer of additional/special features, compatibility etc.
6. The Institute also reserves the right to reject any bids with sub-standard products even if they are found to be lowest.
7. The quotations duly sealed and super scribed on the envelope with the reference no. and due date, should be addressed to the undersigned so as to reach him on or before the due date stipulated above.
8. The rate quoted should be inclusive of all material, labour, transportation, and installation & commissioning of the terms at the designated place.
9. Special concession in rates if any applicable for **Educational Institution** shall also be offered and indicated clearly.
10. Penalty for delayed services / LD
 - a. As time is essence of the contract, the period of work mentioned in the work order should be strictly adhered to.
 - b. If the vendor fails to perform the work as per the specifications mentioned in the order within the due date and time the vendor is liable to pay liquidated damages of 10% of order value and the work will be executed through some other Agency at the risk and cost of the vendor.
11. The IIITDM reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.
12. The IIITDM reserves the right to increase or decrease the supply and buy back of no. of batteries.
13. The payment shall be made as first and final bill on completion of the work satisfactorily.

Sd/-
Registrar

TERMS & CONDITIONS GOVERNING THE CONTRACT

1. Compliance of Statutory Provisions, Laws, Rules, Orders, Notifications, etc. issued by Government from time to time.
 - (a) The Contractor shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and indemnify the Department against any loss which accrues to the department directly or indirectly on account of commission/ omission of his responsibilities under this contract.
 - (b) The Contractor shall not engage/employ persons below the age of 18 years for the SITC work.
 - (c) In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Contractor and IITDM Kancheepuram shall not be liable for any claim for damages or compensation.
 - (d) IITDM Kancheepuram shall not be responsible for any claim, whatsoever, against the Contractor from third party sources including claims, if any, from the men employed by the Contractor under this Contract.
 - (e) The Contractor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in IITDM Kancheepuram, under the provisions of this Contract. The Contractor shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage; terrorism etc. and he shall be fully responsible/liable for their conduct. Contractor should also obtain entry passes; gate passes for the persons deployed by him for work, from the concerned department through its Section in-charge.
 - (f) For successful implementation of the terms and conditions of this agreement, the staff employed by the Contractor shall be subject to inspection by the authorized officers of IITDM Kancheepuram at the discretion of IITDM Kancheepuram and the Contractor shall be under obligation to assist in such exercise, whenever desired.
 - (g) The Contractor shall ensure that IITDM Kancheepuram's property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss, Contractor shall be liable to make good the loss. The decision of IITDM Kancheepuram as to the quantum and value of damage/loss and the extent of recovery to be made from him shall be final and binding on the Contractor.
 - (h) The requirements given in the 'Schedule of Work' placed at **Annexure- 6** are only indicative and not exhaustive. Contractor shall be required to complete the work. The decision of IITDM Kancheepuram authorities in this regard shall be final and binding on the Contractor.

- (i) Timely completion of the assigned work shall be the sole responsibility of the Contractor and in the event of his/her failure to do so, this institute reserves the right to get it done at the risk and cost of the Contractor. The expenditure so incurred by IITDM Kancheepuram shall be deducted from the payments due to the Contractor or from the Security Deposit and/or Performance Guarantee, as deemed fit by the Institute.
- (j) The Contractor shall take all necessary steps to ensure that due to his work, other official work is not put to inconvenience during Office timings and there is no safety hazard/any other hazard at workplace. To ensure this, the Contractor may have to do the work after office hours or on weekends/holidays too.
- (k) Decision of IITDM Kancheepuram regarding satisfactory completion of the job will be final & binding on the Contractor. If the work is not found satisfactory then the Contractor may be asked to redo the work at no additional cost to IITDM Kancheepuram. The Contractor shall be bound by any such decision, directions of IITDM Kancheepuram officials.
- (l) The Contractor shall ensure performance of all activities, which have been listed under the 'Schedule of Work' at Annexure 6 of this tender document. He shall be under obligation to carry out all of the works stipulated in the contract.
- (m) Failure to comply with the conditions governing this Contract, shall subject the Contractor liable for Penalty and Termination of Contract as stipulated in Para 28 and 29 of this Tender Document.
- (n) The material to be used by the Contractor should be conforming to reputed brands or ISI marks. Samples of all materials / fixtures as specified in 'Schedule of Work' shall be got approved before their use by the Contractor. Catalogues / Brochures are also to be brought by the Contractor along with samples wherever required. If required inspection to be arranged by the tenderer at Factory for testing of battery.
- (o) IITDM Kancheepuram's Power to issue instructions etc: IITDM Kancheepuram may in its absolute discretion & from time to time issue further Drawings if any, &/or written instructions, detailed directions & explanations in regard to:
 - (i) Minor addition, reduction, omission or substitution of any work included in the Contract.
 - (ii) Minor variation or modification of the design, quality, character of any work.
 - (iii) Minor variation in the dimensions of any part of the works.
 - (iv) Minor discrepancy in the Drawings if any, or between the Bill of Quantities and /or Specification.
 - (v) The removal from the site of any material brought thereon by the Contractor & the substitution of any other material.
 - (vi) the removal &/or re-execution of any work executed by the Contractor

(vii) The dismissal from the works of any person employed there-upon by the Contractor to carry out the work under the provisions of this Contract and its replacement by another suitable person within a given time frame at no additional cost to IITDM Kancheepuram.

(viii) the opening up of or inspection of any work covered up. i) all other instructions issued to him covering other aspects of the Contract.

2. INSPECTION AND QUALITY ASSURANCE

(a) Engineering Division, IITDM Kancheepuram or any other representative/official deputed by the IITDM Kancheepuram shall have the right to inspect or to test the materials to establish their conformity to the ordered specifications. The Contractor shall provide all reasonable facilities and assistance to such representative without any charges to the IITDM Kancheepuram in this regard. Further, IITDM Kancheepuram may direct the Contractor to get any/all materials/samples tested from specified organization(s) for conforming to the tendered specifications at the cost of the Contractor. In case, any inspected or tested material fails to conform to the ordered specifications, or workmanship is found to be unsatisfactory, IITDM Kancheepuram may reject them and Contractor shall either replace the rejected material or make alternative arrangements necessary to meet the stipulated specifications and rectify the defects pointed out in the workmanship, at no additional cost to IITDM Kancheepuram, within the Work Completion Period as per Para 27.

3. Water and power will be made available free of cost

4. All the unused materials like (cables, cut wires, plastic cover, bags, carton boxes etc) shall be removed and suitably disposed off outside building premises regularly and after the completion of the work at no additional cost. The site should be handed over to IITDM Kancheepuram in good condition. The Contractor shall bear sole liability for proper disposal of debris.
5. Watch and ward of the material used by the Contractor before/during and after installation shall be the responsibility of the Contractor till the job is duly completed and handed over to the institute. IITDM Kancheepuram shall in no way be responsible for the security of the material kept in IITDM Kancheepuram premises for the purpose of the Contract.

6. Earnest Money Deposit (EMD):

(a) Each Tender must be accompanied by Earnest Money Deposit (EMD) of Rs.8,400/- - in the form of Crossed Demand Draft/Pay Order/BG issued by a Scheduled Bank in favor of The Registrar, IITDM Kancheepuram, payable at Chennai. Tenders received without Earnest Money Deposit (EMD) shall be rejected.

(b) Earnest Money Deposit (EMD) is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraw or amends impairs or derogates from the tender in any respect within the period of validity of the tender.

(c) EMD of unsuccessful bidders will be returned by IITDM Kancheepuram within a period **of 3 months** after issue of work order as stipulated. EMD will be returned /adjusted after Depositing the Security Deposit. No interest shall be payable to the bidders against their EMD

7. **Eligibility Criteria:** In order to be considered for the contract of the works as detailed under `Schedule of Work` in this Tender Document the tenderer must have:

(a) Reputed contractor with similar experience and having successfully completed similar works in state Govt / Central Govt / autonomous institutions/ PSU during last 3 years ending last day of the month previous to the one in which tenders are invited, should be either of the following:

(i) Three similar works costing not less than Rs. 1.34 lakhs each. Self-attested copy of work contracts needs to be enclosed with bid.

OR

(ii) Two similar works costing not less than Rs. 1.68 lakhs each. Self-attested copy of work contracts needs to be enclosed with bid.

OR

(iii) One similar work costing not less than Rs 2.68 lakhs. Self-attested copy of work contract needs to be enclosed with bid.

(b) "Similar works" for the purpose shall be "SITC of SMF/ VLRA battery work" Completion certificate may be submitted along with copy of Scope of Work.

8. Technical Bid should contain following information:

(a) Photocopy of Registration certificate of TIN number issued by appropriate authority in favour of the tenderer.

(b) should be registered under Tax registration (Photocopy of certificate issued by appropriate authority in favour of the tenderer to be attached).

(c) should have valid PAN Number issued by Income Tax Department (Photocopy of PAN Card issued by appropriate authority in favour of the tenderer to be attached).

(d) should attach a self-declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking anywhere in the country.

(e) Bids should be complete in all respects and conform to all the conditions laid down in the tender documents failing which their bids shall be liable to be rejected without further information to the bidder and without assigning any reason. No correspondence shall be entertained in this regard.

- (f) The Department reserves the right to reject any or all the bids without assigning any reasons thereof. No tenderer shall have any cause of action or claim against IIITDM Kancheepuram for rejection of his bid.
- (g) The tender document is not transferable.
- (h) Conditional Tenders/Non-compliance of any of the conditions set in tender document shall render the bid liable for rejection.
- (i) The bidders in their own interest should study the 'Bid document' carefully, and abide by the various instructions and guidelines provided under various paras of the tender document.
- (j) IIITDM Kancheepuram reserves the right to seek any clarification from the bidders or waive any minor deviation in the provisions governing the contract at its sole discretion.
- (k) For better appreciation of 'Schedule of Work' under this Contract, the bidders are advised to **visit the site of the work on 23 Jan 2019 at 1100 hrs.**

9. THE BID DOCUMENT:

The works required, bidding procedures and contract governing terms are described in the bidding document. In addition to the Notice Inviting Tender, the Tender documents shall include Annexure 1 - Annexure 7.

10. PREPARATION OF BIDS

- (a) Tender document complete in all respect needs to be submitted by the bidder in sealed cover.
- (b) Bid shall contain complete details of general nature viz. details and documents conforming to Eligibility Criteria, Experience of bidder, Schedule of Work duly filled with unit price and amount separately for each item etc. as asked for in the tender document. Each page/ document of the Bid should be signed and stamped by the tenderer or his authorized representative. Rates should be quoted including of excise duty, freight & forwarding, octroi, installation and commissioning & testing and also including VAT/Service Tax and other taxes, as applicable. No tax will be paid by the Department separately.
- (c) The above envelope should be sealed and superscripted with Tender Notice No., description of work, due date of opening, and name & address of the bidder on the cover. This envelope should be addressed to Registrar, IIITDM Kancheepuram.
- (d) The complete bid excluding the prices may be written by the bidder in indelible ink or typed.
- (e) The price bid in the tender form should only be typed quoting all relevant financial quotes, in words as well as figures, duly signed by tenderer with Seal of Agency/Firm. Hand written financial quotes in the tender form are liable to be rejected. In case of difference between words and figures the amount mentioned in the words will be taken to

be correct. In case computing error is found in amount column by multiplying quantity and unit price, price indicated as unit price shall be treated as quoted price and amount column shall be re calculated and considered for price ranking. All cuttings/ over writings should be countersigned and number of cuttings/ over writings should be indicated on each page. In case of no cutting/ overwriting on the page, NIL cutting/overwriting shall be indicated. No page should be left Blank. If this is unavoidable then blank pages should be cut across and written “Blank” on it.

- (f) Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- (g) A check-list as per **Annexure-2** needs to be submitted by all the bidders.
- (h) All documents forming a part of the Tender document should be serially numbered and signed by the authorized signatory on each page of the document. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be liable to be rejected.
- (i) The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the Department shall be written in English/ Hindi language only. Supporting documents and printed literature furnished by the bidder may be in any other language also provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- (j) Bids shall be submitted in the prescribed bid Performa ‘Schedule of Works’ as per **Annexure 6**. The prescribed Performa at **Annexure 6** duly filled in and signed should be returned intact.
- (k) The bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued, in case the contract is awarded to him. It shall be identical with the firm for which the essential certificates and eligibility conditions are enclosed along with this bid document.
- (l) The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- (m) The bidder should indicate at the time of quoting against this tender their full postal addresses and telephone numbers.
- (n) Any work, which is not specified and required to be done for satisfactory completion of project, the same shall be specified separately in his / her quote.
- (o) **Bids should be submitted in two separate covers.**
 - (i) **First cover** indicating ‘COVER FOR PREQUALIFICATION’ should consist of only prequalification document along with supported documents, if any, etc. This cover should consist of complete prequalification papers, names of Agency and also commercial terms etc. offered. Price column in this cover should be kept blank.

(ii) **Second cover** indicating, “COVER FOR PRICE BID” should consist the same details of first cover as well as price details also. Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. Envelope should bear the inscription: -“Tender for (Name of Work) -at IITDM Kancheepuram.

(p) IITDM Kancheepuram reserves the right to cancel/terminate any bid/ all bids without any reason thereof.

11. BID PRICE : Item Rates quoted on the ‘Schedule of Work’ at **Annexure 6** by the bidder shall be valid and constant during the entire period of contract and will not be subject to any variation on any account whatsoever.

12. INCOME TAX LIABILITY: The Contractor will have to bear entire Income Tax liability both corporate and personal whatsoever at his own end and IITDM Kancheepuram shall in no way be under any obligation to bear it.

14. PERIOD OF VALIDITY OF BIDS: Bids shall be valid for acceptance for the period as indicated in ‘General Information’ (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiry of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the Competent Authority of the Institute may request the Bidders for specific extension in the period of validity. The requests and the responses shall be made in writing. The Bidders will undertake not to vary/modify their bids during the validity period or any extension agreed to thereof.

15. Bids tendered through Telex/ Telegraphic/ Tele fax shall not be considered for the award of this contract.

16. DEADLINE FOR SUBMISSION OF BIDS: The Bids must be submitted to Registrar, IITDM Kancheepuram not later than **1100 Hrs (IST) on 30 Jan 2019**

17. LATE/WRONGLY DELIVERED BIDS: Bidders are advised in their own interest to ensure that their bids reach the specified office well before the closing date and time of the tender at the specified location. Any bid received after the stipulated deadline for submission of tenders or delivered at/to some other place/authority shall be liable to be rejected and decision of IITDM Kancheepuram shall be final and binding on all the bidders.

18 . OPENING OF BIDS: The bids will be opened at **1200 Hrs (IST) on 30 Jan2019**. The bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Annexure4 hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him/her, he/she may not be allowed to attend the opening of bid. In case of unscheduled holiday on the closing/opening date of bid in IITDM Kancheepuram, the next working day will be treated as scheduled prescribed day for closing/opening of bid; the time notified remaining the same.

19. UNSOLICITED POST TENDER MODIFICATIONS: Unsolicited post-tender modification(s) shall lead to rejection of the offer and the amount shall be liable to be forfeited.

20. NON CONFIRMATION TO STIPULATIONS OR SPECIFICATIONS: Every bidder must note that his/her Bid shall be liable to be rejected in case the tender stipulations are not complied with strictly or the specifications offered by the bidder do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications/ conditions.

21. CONTACTING IITDM AUTHORITIES:No bidder shall contact any of the IITDM Kancheepuram authorities on any matter relating to his bid, from the time of the opening of the bids to the time the contract is awarded.

22. EXAMINATION AND EVALUATION OF BIDS: A committee/person constituted by Competent Authority of IITDM Kancheepuram for this purpose will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the complete documents duly signed have been furnished, and whether the bids are generally in order. The committee/person shall determine the conformity of each bid to the bidding documents. If felt necessary, the Committee/person may seek clarification/additional information from the bidders at any stage before the Contract is finally awarded.

23. CRITERIA FOR THE AWARD OF CONTRACT:IITDM Kancheepuram will award the contract to the successful bidder whose bid has been determined to be in full conformity with the bid documents and has been determined as the lowest evaluated bid.

24. CANCELLATION OF TENDER PROCESS: Committee/person duly constituted by Competent Authority, IITDM Kancheepuram, reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to 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 ground for its actions and decisions. Executive Director also reserves to himself the right to accept any bid in part or split the contract between two or more bidders.

25. NOTIFICATION OF AWARD (NOA) / WORK ORDER

- a. Prior to the expiry of the period of bid validity, IITDM Kancheepuram will notify the successful bidder in writing that his bid has been accepted.

26. SECURITY DEPOSIT

- a. Successful Bidder shall furnish Security Deposit of 10% of Contract value shall be submitted in the form of a Crossed Demand Draft/Pay Order/Banker's cheque/FDR drawn in favour of Registrar IITDM Kancheepuram, payable at Chennai.
- b. Within 7 (SEVEN) working days of the receipt of Notification of Award (NOA)/ work order from IITDM Kancheepuram, the successful bidder shall furnish

Security Deposit in accordance with the conditions of the contract as per Para above.

- c. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of his Earnest Money Deposit.
- d. In case the work is abandoned during the course of work, failure of Contractor to comply with the directions of IIITDM Kancheepuram or Contractor fails to complete the assigned work within the Work Completion Period, or quality of the work is found to be unacceptable to the Department and the Contractor is unable to rectify the defects within the time frame provided for completion of the work or provide satisfactory services during the Defect Liability Period as specified (12 months after completion of work), the Security Deposit is liable to be forfeited, without prejudice to other remedies at the sole discretion of IIITDM Kancheepuram administration.
- e. On successful completion of the work, Security Deposit will be released after completion of Defect Liability Period i.e. 4 years from the date of completion of the work.
- f. No interest will be payable by the Department to the Contractor on the Security Deposit / Performance Guarantee.

27. SIGNING OF CONTRACT: The successful bidder shall be required to sign a formal detailed contract (**in 100 Rs. non judicial stamp paper**) with IIITDM Kancheepuram within a period of 07 working days after depositing Security Deposit. Failure to do so on the part of the Contractor, Notification of Award is liable to be cancelled and Security Deposit is liable to be forfeited.

28. COMMENCEMENT OF WORK: On receipt of notification of award, successful bidder shall be required to physically start the work within 07 working days after signing the contract or handover of site, whichever is earlier. In case of failure to commence the work by the Contractor within 15 days after signing of the contract or handover of site, the Department shall be at the liberty to terminate the Award and forfeit the Security Deposit.

29. WORK COMPLETION PERIOD: The work should be executed and completed **within 10 DAYS** from the date of Commencement of the Work. In case the Contractor fails to complete the assigned work within specified Work Completion Period, IIITDM Kancheepuram may recover Liquidated Damage and/or terminate the Contract and/or forfeit the Security Deposit. IIITDM Kancheepuram on its part would be required to handover the site to the Contractor free from any encumbrance.

30. PENALTIES AND LIQUIDATED DAMAGES: If the Contractor fails to complete the assigned work within **15 days from commencement of work**, IIITDM Kancheepuram shall without prejudice to its other remedies, deduct as liquidated damages 0.5% of the Contract Value for each and every week of delay (part of the week shall be considered as full week) subject to maximum of 10% of the Contract Value and the same shall be

deducted from the bill(s) or any other payment due to the Contractor. In addition to it, Department shall be at the liberty to terminate the Contract, and/or forfeit the Security Deposit, in case, Contractor fails to complete the assigned work within the 'Work Completion Period'.

31. TERMINATION OF CONTRACT: It shall be the primary responsibility of the Contractor that work contract is executed as per Terms and Conditions stipulated under this contract to the complete satisfaction of the Department. If the Contractor fails to commence the work as per Para 26..and/or the performance is not found to be satisfactory by the Department and/or on inspection as per Para 02 the Contractor fails to provide all reasonable facilities and assistance to the inspector without any charges to the IIITDM Kancheepuram and/or fails to either replace the rejected material or make all alternative arrangements necessary to meet specification and correct the defects pointed out in the workman ship free of cost to the IIITDM Kancheepuram within the Work completion Period as per Para 27, Department may terminate the contract and/or forfeit the Security Deposit as per Para 28 or penalize upto 10% of the contract value.

32. MEASUREMENT AND PAYMENT:

- a. Measurements of all items having financial value shall be recorded in Measurement books so that a complete record is obtained of all works performed under the contract. Measurements shall be taken jointly by the IIITDM Kancheepuram official designated for the purpose and the Contractor.
- b. First and Final payment shall be made against supply, acceptance and after verification of the bill by the Department after deduction of taxes and TDS as per applicable rules. Final bill shall be submitted by the contractor after physical completion of work and completion certificate furnished by the Department. Payment to be made only for the work actually done. In this regard, a completion certificate will also be furnished by the Department after completion of the work.

33. FAILURE BY CONTRACTOR TO COMPLY: After receipt of written notice from the IIITDM Kancheepuram during the execution of work contract and during Defect Liability Period, requiring compliance with such further Drawings if any, &/or IIITDM Kancheepuram's instructions, fails within seven days to comply with the same, the IIITDM Kancheepuram may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the IIITDM Kancheepuram or 2% amount may be deducted from any money due or which may become due to the Contractor.

34. DEFECT LIABILITY PERIOD: If any defect is noticed within 48 months from the date of completion of work, the same shall be rectified by the Contractor upon a notice to that effect and within stipulated period therein failing which IIITDM Kancheepuram may forfeit the Security Deposit.

- 35. ARBITRATION:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the Contractor, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then IITDM Kancheepuram will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in Chennai. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment thereof including the rules framed there under.
- 36. JURISDICTION OF COURTS:** All disputes are subject to the jurisdiction of courts in Chennai and Agreement will be governed by and be construed in accordance with the laws of India.
- 37. DISCLAIMER:** The quantities mentioned in the column 3 of Schedule of Work are illustrative only and not exact in nature. They may increase or decrease during actual execution of work. The Department shall not be liable for any financial loss, sustained by the contractor in case the quantity of work executed by the contractor is at variance with the illustrated quantities as mentioned in the column 3 of Schedule of Works.

Sd/-
Registrar

BID SUBMISSION PROFORMA

Tender No.

Registrar, IITDM Kancheepuram,
Chennai 600127

Dear Sir,

1. I/We hereby offer to quote for work as defined in ‘Schedule of Works’ and the relevant Annexures at the quoted price given in the ‘Schedule of Works’ Proforma as per **Annexure-6** and agree to hold this offer open till _____.
2. I/We have understood and complied with all Terms and Conditions stipulated in the Tender Document necessary for submission of this bid. It is further stated that I/We have fully understood the ‘Schedule of Works’ and Terms and Conditions in the Tender Document governing this contract and shall abide by them in toto, if awarded the Contract.
3. The following pages have been added to and form part of this tender (if needed to be filled and added).

Yours faithfully,
Signature & Seal of Bidder Address
Dated:

Note: This form duly typed on the letter head of the bidder and duly signed should be returned forming Annexure-1 of this Bid document.

CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with failing which the offer is liable to be rejected.

1. Please tick whichever is applicable and cross whichever is/are not applicable.
2. Please sign each sheet.
3. The check-list duly filled must be returned along with the offer.

Sl No	Para reference	Description	Bidders Response Yes/No/ N.A.
1.	6(a)	Earnest Money deposit	
2.	7(a)	Copy of completed work contracts alongwith scope of work in support of Eligibility Criteria as referred	
3.	7(a)	Photocopy of Work Order/ valid registration for Supply and Installation of batteries in at least one of the organizations e.g. PWD/ CPWD, MES, BSNL, RAILWAYS, State Govt / autonomous Education institutions Org.	
4.	8(a)	Photocopy of Registration certificate of TIN number issued by appropriate authority in favour of the tenderer.	
5.	8(b)	Photocopy of Service Tax Registration certificate issued by appropriate authority in favour of the tenderer.	
6.	8(c)	Photocopy of PAN Card issued by appropriate authority.	
7.	8(d)	A self-declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking anywhere in the country.	
8.	9	Financial Bid i) Typed ii) Handwritten	
9.	10	Preparation of bid (All the pages of tender document should be signed with stamp)	
10.	10	Bid Submission Performa	
11.	Annexure-2	Check List	
12.	Annexure-4	Authorization letter for attending Tender opening	
13.	Annexure-6	Schedule of Work duly filled with quoted unit price and amount of each item both in figures and words.	

Signature & Seal of Bidder

BIDDER 'S PAST WORK EXPERIENCE PROFORMA

**NOTE- Work Orders & Completion/On Going Works Certificates
From Clients to be enclosed along with this Proforma.**

SI No	Name & Address of The Client	Work Order number, date and amount	Description of Works successfully completed/ongoing works	Remarks

Signature & Seal of the Bidder

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

Date

To,
Registrar
IIITDM Kancheepuram
Chennai 600127

Subject: Tender No. _____ Due on _____.

Sir,

Mr/Ms has been authorized to be present at the time of opening of above tender on my/our behalf.

His/her attested signatures are as under:

.....

Yours faithfully, Signature & Seal of the Bidder

BANK GUARANTEE
BANK GUARANTEE TOWARDS BID SECURITY (EMD)

To
Registrar
IITDM Kancheepuram
Chennai 600127

Name of Contract/Tender:.....

Dear Sir,

Whereas, in accordance with the provisions of the Terms and Conditions of the above mentioned Contract/Tender,(hereinafter called “the bidder”) shall provide EMD/Bid Security in the form of A/c payee DD/FD Receipt/Bank Guarantee for% of the total value of the Contract amounting to **Rs..... (Rupees)** to **Registrar IITDM Kancheepuram**(hereinafter called “the customer”) towards EMD under clauseof the said RFP/Tender.

Whereas we, M/s..... (hereinafter called “the banker”), as instructed by the Bidder, agree unconditionally and irrevocably to guarantee as primary obligatory and not as mere surety, the payment to **Registrar IITDM Kancheepuram** on his first demand without whatsoever right of objection on our part and without his first claim to the Bidder, for an amount not exceeding Rs..... (Rupees).

We further agree that no change or addition to or other modification of the Terms of the Contract or of Works/Tender to be performed there under or of any of the Contract documents which may be made between **Registrar IITDM Kancheepuram** and the Bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of issue of this Bank Guarantee for a period of six months w.e.f..... to.

Notwithstanding anything contained therein:

- 1 Our liability under this bank guarantee shall not exceed Rs..... (Rupees)
- 2 This bank guarantee shall be valid for Three years w.e.f. toand
- 3 We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Yours truly,
Signature and Seal
Name of Bank :
Dated:

SCHEDULE OF WORKS

Name of Work: "SITC 12 VOLTS, 75Ah/20hr, SMF, VRLA battery, Flame retardant for existing UPS at Laboratory building at IITDM Kancheepuram"

Sl.No	Description	Qty	Unit	Rate	Amount
1	<p>SITC 12 VOLTS, 75Ah/20hr, SMF (Sealed and Maintenance Free), VRLA battery, Flame retardant, Non spillable type batteries for existing 80kVA UPS alongwith required cables, lugs, bolts and nuts etc complete with 4 years warranty for each battery.</p> <p>Make: Panasonic / Exide / Amaron-Quanta</p>	40 Nos.	Nos.		
2	<p>Deduct for buyback of SITC 12 VOLTS, 75Ah/20hr, SMF (Sealed and Maintenance Free), VRLA battery, Flame retardant, Non spillable type Panasonic (Model no. LC-P1275NA) batteries.</p>	40 Nos.	Nos.		
Total					

Site visit is mandatory.

The quoted rate shall be exclusive of GST. GST will be extra as per Govt. norms.

Grand Total : Rs.....

Grand Total in Words: Rupees.....

.....

Signature and address of the tenderer.

CONTRACT AGREEMENT

CONTRACT AGREEMENT NO. _____

This Agreement made on _____ between Indian Institute of Information Technology Design and Manufacturing through its authorized signatory The Registrar (which expression shall include its administrators, successors, executors) on the one part and M/s.....(hereinafter referred to as contractor) which expression shall include its administrators, successors, executors and permitted assigns on the other part.

Whereas, IIITDM is desirous of getting the work of “Name of work” at its campus located in Melakottaiyur Village, Off Vandalur-Kelambakkam Road, Chennai 600127 as mentioned in detailed document and has invited tenders for this work as per tender document issued for this purpose. And whereas M/s had participated in the above referred bidding vide their proposal dated and IIITDM accepted their aforesaid proposal and awarded the work to M/svide its award letter No.dated and the documents referred to therein which have been accepted by M/sresulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

IIITDM has awarded contract to M/sherein after on the Terms and Conditions contained in acceptance letter dated No. dated and the documents to therein. The award has been taken with effect as per the aforesaid award letter w.e.f. The terms and expressions used in this agreement shall have the meanings as are assigned to them in the Contract Documents. Name of Documents...

1. Award letter dated
2. Set of tender documents and quotations submitted by the contractor.

The above contract documents are serially numbered from 1 to ___ and are initialed by both the parties through their representatives. All the aforesaid contract documents shall form an integral part of this agreement. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement & arbitration as per provision of the Indian Arbitration Act and Chennai shall have exclusive jurisdiction over the same.

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the party hereto if delivered against acknowledgement duly addressed to the signatories at the addresses mentioned herein above. This is a maintenance & operation contract, which includes supply of skilled and unskilled manpower as per the conditions of the contract.

IN WITNESS HEREOF the Parties through their authorized representatives have executed these present (execution whereof has been approved by the component authorities of both the parties) on day, month and year first mentioned in Chennai.

For and on behalf of M/s _____	For and on behalf of Indian Institute of Information Technology, Design and Manufacturing, Kancheepuram Off Vandalur-Kelambakkam Road, Melakkottaiyur, Chennai-600127
Witness 1	Witness 1
Witness 2	Witness 2