



NOTICE INVITING TENDERS
INDIAN INSTITUTE OF MANAGEMENT, AHMEDABAD
TENDER NO. IIMA/Contracts/TW-053/2021-22 Dated-23.11.2021

Online bids are invited under Single Stage (Three bid system) for work mentioned below for Indian Institute of Management Ahmedabad (hereinafter to be referred as "IIMA") campus. Manual bids will not be accepted.

Name of work: Design, Supply, Installation, Testing & Commissioning of 60kWp rooftop grid connected solar PV system on turnkey basis with Five Years (1+5) CMC at New Campus, IIM-Ahmedabad.

Bid Downloading Schedule: Tender documents can be downloaded from IIMA web site www.iima.ac.in and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET

Published Date	23/11/2021
Bid Document Download / Sale Start Date	23/11/2021 at 12.00 PM
Pre bid meeting along with Site Visit for clarification on tender	26/11/2021 (From 10:00 AM onward)
Clarification End Date	28/11/2021 at 05.00 PM
Bid Submission Start Date	02/12/2021 at 03.00 PM
Bid Submission End Date	13/12/2021 at 03.00 PM
Pre-Qualification & Technical Bid Opening Date	14/12/2021 at 03.30 PM
Concept and Technical Presentation	To be decided later
Price Bid opening date	To be decided later

2. Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Bidder are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in **Annexure A** for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

One bidder or bidders having business relationship shall submit not more than one tender. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from the IIMA website www.iima.ac.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with IIMA. Intending tenderers are **advised to visit again** IIMA website www.iima.ac.in and **CPPP website** <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment.

3. Tender Fee (Non-Refundable):

Not Applicable

4. Earnest Money Deposit (EMD):

Not Applicable

5. Submission of Tender:

The tender shall be submitted online in two parts, viz., Pre-qualification plus Technical bid and Price bid. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

Chapter-1**Stage I: Pre-qualification Bid**

The following documents are to be furnished by the tenderer along with **Pre-Qualification Bid** as per the tender document:

Sr.	Description	Document to be uploaded
1	The bidder should be in Solar PV Module business (Design, Supply, Installation, Testing & Commissioning) for a minimum period of Five years as on 31.10.2020. The right to accept contracting business of the vendor will rest with IIMA.	Please upload relevant document as a proof that the firm is in business for the period mentioned
2	Bidder should have similar experience of implementation of rooftop solar projects. Experience of having successfully completed similar works during last 5 years ending as 31.03.2020 as per following: Three similar completed works costing not less than the amount equal to 7.0 Lakhs. OR Two similar completed works costing not less than the amount equal to 10.0 Lakhs. OR One similar completed work costing not less than the amount equal to 15.0 Lakhs. Note: Definition of “similar work” clearly defined as above.	Please upload client’s certificates (<u>Work Order & Work Completion</u>)
3	Average Annual financial turnover during the last 3 years, ending 31st March of the previous Financial year (For FY 2017-18, 2018-19, 2019-20) shall be minimum Rs. 20 Lakhs.	Please upload Chartered Accountant’s certificate.
4	The bidder must be a profit-making organization in last three consecutive Financial years as on 31.03.2020 (For FY 2017-18, 2018-19, 2019-20)	Please upload Chartered Accountant’s certificate for PBT.
5	The products offered must match with all the required technical specifications as per Technical Bid Sheet - Annexure D (Mandatory Requirement).	Please upload confirmation of Annexure D for all items (along with signed and stamped copy on Company letterhead)

6	Other documents required to clear PQ criteria	Please upload scanned copies of: 1. PAN, 2. GSTIN (GST Registration), 3. Annexure-B – Tender acceptance letter & Price bid undertaking 4. Annexure-C- Bid Security Declaration
7	The firm should have its office set up in Ahmedabad/Gandhinagar.	Please upload relevant documentary proof
8	Electrical Contractor License	Provide scan copy of Valid Electrical Contractor License
9	The Firm should register in MNRE OR GEDA	Please upload relevant documentary proof

Note: Only those bids who meet the above-mentioned minimum criteria will be considered for evaluation of technical and price bids.

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Stage II: Technical Bid

The bidders are requested to prepare their own technical proposal. The technical bid shall contain all the relevant information which forms part of the technical bid. All the above information should be organized in logically structured form and submitted as technical bid with an index. Bidder is free to add any information that can help in assessing technical quality of the systems proposed and which touches upon the parameters/attributes for technical assessment.

This technical bid is for assessing the product which the bidder is proposing. Please refer Technical specifications mentioned in Annexure-D while developing your technical bid.

The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of product being proposed by the bidder.

Technical evaluation will depend on the information provided herein. Technical bid score, out of 100, will be arrived based on the following Parameters/Attributes/Dimensions:

Sr. No.	Parameters/Attributes/Dimensions (The data/details shall be of the System Integrator)	Maximum Score
1	Financial strength of the firm:	10
2	Experience of the firm with similar requirement	25
3	Quality accreditations & Licensing requirements	15
4	Presentation for Overall assessment of the firm based on such as Technology Leadership, Technical Capabilities, Work Experience, Quality and Team Expertise.	50
	TOTAL SCORE	100

Note: Bidders securing less than 60 marks in the technical bid will not be considered for the price bid opening. The decision of IIMA Officials will be final and binding to all for interpretation of any ambiguity.

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Stage III: Price Bid

Price Bid of only technically qualified bidders shall be opened at later date in presence of Institute's Officials. Technically qualified bidders shall be intimated by web notification or auto generated email through e-procurement. The date and time of opening the price bid shall be communicated to the eligible bidders through web-notification at e-procurement website <https://eprocure.gov.in/eprocure/app>

- The bidders must e-submit the price bid only as per the price schedule format/template available on CPP portal. Any other format for e-submission of price bid shall be out rightly rejected without any further reference to the bidders.
- In case if the price bid is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited, and bidder is liable to be banned from doing business with IIMA.
- Do not quote price in the Pre-Qualification & Technical Bid i.e. in Part-I or elsewhere it would lead to your bid getting disqualified without any further reference to the bidders.
- The prices must include all the applicable taxes and duties, fees and any other charges except GST. GST component if applicable to be shown separately and will be paid extra, if applicable.
- IIMA reserves the right to negotiate the quoted price with the successful bidder.
- The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
- **PLEASE REFER ANNEXURE – D (Technical Specifications)** for the detailed specifications of items before quoting the rates in Part-III - Price Bid.
- As mentioned in BOQ, separate rate to be quoted for each Items and year wise Comprehensive Maintenance work. Evaluation of the price bid would be on Total price (Supply, Installation, Testing, Commissioning plus year wise Comprehensive Maintenance work).

IIM Ahmedabad reserves the right to make appointment of the successful bidder subject to such further terms and conditions as it considers appointment in relation to the Tender process and/or the provision of the Services.

Authority reserves the right to, at any time and in its absolute discretion, accept or reject Proposals (or to permit any bidder to resubmit its Proposal, such that Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiation with any number of bidders to withdraw from negotiation with any bidder at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

Chapter-4

General Terms & Conditions

1. Bid Validity:

E-submitted bid by the bidder shall remain valid for a period of 6 (Six) Months from the date of opening of Price Bid. The EMD shall be forfeited if a bidder withdraws his bid during the period of bid validity as specified in the bid form.

2. Bid Security Declaration

The Bidder to provide duly signed and stamped Bid Security Declaration in format provided as Annexure C on letterhead. The Bidder shall be suspended from being eligible for bidding for any future IIMA tender if the bidder prematurely withdraws his bid or the successful Tenderer fails to take up the Work or fails to deposit the performance guarantee.

3. Payment Terms:

Payment will be made based on the certification of IIMA Officials as per following criteria: -

- No Advance Payment will be made.
- 50% of the contract amount (SITC part) of payment will be made on physical verification of entire material received on site to the full satisfaction of IIMA Officials.
- Remaining 40% of the contract amount (SITC) of payment will be made based on the certification of IIMA Officials on full completion of Installation, Testing and Commissioning of the Solar PV Project at IIMA.
- Remaining 10% of the contract amount (SITC) will be paid after satisfactory completion of defect liability period (12 months from date of completion of Installation, Testing and Commissioning).
- Total AMC cost for the 05 years should not be less than 05 % of total project cost. Payment for Compressive Maintenance and onsite support will be paid on annual basis after the year end & after successful work completion certificate duly authenticated by the specified Authorized Officer(s) of IIMA for each year.

Payment will be made within 30 days of submission of invoice, provided the same is complete and duly authenticated by the specified Authorized Officer(s) of IIMA (after the Supply, Installation, Testing & Commissioning (SITC) of the items and successful report received from the concerned Officer). Payment will be made by E-payment/NEFT/RTGS after deducting the TDS as applicable.

Payment will be made within 30 days of submission of invoice, provided the same is complete and duly authenticated by the specified authorized Officers (s) IIMA & receipt of Performance security deposit (PSD) amount as per clause 8. Payment will be made by E-payment/NEFT/RTGS after deducting the TDS as applicable.

1. Income Tax deduction and other statutory deductions will be made from bills of the Contractor as per rules and regulations in force under the Income Tax Act.
2. Payment would be released within 30 days of submission of invoice to IIMA, provided the same is complete and duly verified & certified by the specified Officer(s) of IIMA.
3. Payment including GST has to be released by E-payment/NEFT/RTGS.

Payments will be made within 30 working days after submission of corrected copy of the bills. First invoice shall be paid within time limit of 30 working days, Payment of subsequent invoice shall be done after IIMA verification on GST portal for previous invoice GST paid.

Final Payments will be made within 50 working days after submission of corrected copy of the bills.

Payment of Final invoice shall be done only after IIMA verification on GST portal for payment of GST for the invoice

4. Rejection of Tender (s):

IIMA reserves the right to reject any or all the bids either in part or full relating to the work under this Tender Document without any reason whatsoever. IIMA reserves the right to accept or reject any or all tenders received by it without assigning any reason what-so-over. IIMA may also withdraw or cancel the tender either in part or in full to its sole discretion. IIMA also does not bind itself to accept the lowest bid.

5. Contact person for any clarification:

For General queries:	Assistant General Manager Contracts, IIM Ahmedabad Phone no. 079-7152-4542 Email: mnggrcontracts@iima.ac.in
For Technical queries:	Manager (Electrical), New Campus, IIM Ahmedabad Phone no. 079-7152-4482 Email: saurabhsoni@iima.ac.in

6. Transportation:

No waybills for transporting the materials shall be issued to the successful bidder by IIMA. Rate should be inclusive of all. No separate charges whatsoever will be paid to the bidder.

7. Bid Evaluation system:

As explained in Chapter no. 6.

8. Performance Security Deposit (PSD):

Successful bidder has to submit Performance security deposit (PSD) @ 3% of the total contract value within two weeks from the date of award of contract in the form of Fix Deposit / Demand Draft / bank guarantee from a scheduled commercial bank in favor of "Indian Institute of Management Ahmedabad". Validity of PSD must be up to completion of contract period of 6 years. If any amount remains liable to be recovered by IIMA from the bidder or in the event of termination of contract by IIMA on account of breach of any terms and conditions of the contract by the bidder, the bank guarantee shall be invoked by IIMA. PSD will be revoked on satisfactory completion of SITC & Maintenance contract period. PENALTY FOR NON-SUBMISSION OF PSD, THE AMOUNT OF PSD WILL BE DEDUCTED FROM CONTRACT'S BILL.

9. Error in Tender submission:

IIMA does not take any responsibility for the tender being wrongly submitted in the e-procurement portal and malfunction of the system at bidder's end or not received in the portal by the stipulated date and time.

10. Authorization:

Bidder signing the tender form or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warranty that he has authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, IIMA may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges, and damages.

11. Conditional Bids:

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

12. Guarantee/Warranty of the goods/material and system offered:

The goods/material and system offered shall conform to the specifications as given in tender/order and shall be guaranteed/warrantied against defective design, defective quality and manufacturing defects, etc. as per guarantee/warranty period mentioned in Technical Bid Sheet (Annexure-D) of 5 years.

All the items covered in the BOQ of the requirements, shall conform to the specifications as given in tender/order and shall be guaranteed and warranted against defective design, defective product, defective quality, manufacturing defects and defective workmanship, etc. for period of Six year (1 years of Defects Liability Period plus additional 5 years' comprehensive maintenance period) from the date of virtual completion certificate for onsite support and replacement warranty inclusive of supply of replacement unit or a spare and commissioning and configuration of the said part without any cost to IIMA within reasonable period as instructed by IIMA from the time of reporting of fault/defect for all items supplied for the project as per Annexure-D.

In the event that rectification of defects involves the replacement or modification any part of the Work, including but not limited to any item of Goods, plant and/or equipment procured by the Contractor, the Warranty Period of such replaced or modified part of the Work shall be extended by a period equivalent to the original Warranty Period, if necessary, repetitively.

13. Contract Period:

This contract would be for the period of Six years.

- 13.1. The successful bidder must make entire supply, installation, testing and commissioning of materials strictly within 05 **(Five) Months** for entire capacity.
- 13.2. Entire system must be proposed with Five (5) years comprehensive maintenance and on-site support on IIMA Campus. Five (5) years from the date of Completion of Defect Liability Period (12 month) from the date of Final Acceptance Certificate of full supply, installation, testing and commissioning duly certified by authorized officer of IIMA

13.3. This contract may be extended further 5 years based on mutual agreement between successful bidder and IIMA.

14. Liquidated damages for Delay in SITC:

In case of failure in completion of work in scheduled time frame, liquidated damage at the rate of 0.5% per day delay of the work order amount (SITC part) of the project and maximum up to 5% of the total contract Price will be deducted.

The sum payable by Contractor to IIMA by way of Liquidated Damages shall become due on the failure of Contractor to achieve completion SITC work and without any notice of default or judicial intervention being required.

15. Penalty during Maintenance period:

The successful Bidder will provide onsite comprehensive warranty and support to the system within 24 hours of placing of complaint of fault in the installed equipment provided by the bidder. The Bidder to nominate qualified technician to attend such complaints. For any delay in attaining the complaint beyond 24 Hour, penalty for the calculated generation loss shall be levied. The Penalty amount shall be debited from the immediate due invoice or is more than the invoice value than from the PBG. **Generation Guaranty of 1500 kWh per kW per year is to be maintained throughout the maintenance period (1+5Year). For every unit of less generation a penalty of Rs. ** per kWh will be deducted from the immediate due invoice or else from the deposited PBG. (** - Prevailing Per Unit Rate of Torrent to IIMA – Reference of Monthly Bill will be consider)**

16. Insurance:

All insurance requirements, at its own expense, as per the Indian laws and pertaining to Contractor's equipment, Material/Equipment supplied, properties, Motor Vehicles and Manpower, including associated third-party liabilities in relation to the performance of Scope of Work shall be the responsibility of Contractor.

After issue of LOI or Work Order within 15 days the Contractor shall obtain following insurance policies in:

Sr.	Type of Policy	Validity	Amount
1	Contractors All Risk (CAR) policy covering contract sum for material and Labor	Upto the completion of SITC part.	Equal to Contract amount
2	Workmen compensation insurance coverage policy	Contract period including O & M	Of Suitable Amount (To cover all Manpower deputed at site)

All the above policies shall be in the name of the Indian Institute of Management, Ahmedabad. In case of any mishap, the liability for the same will be borne by the Contractor & not Involve IIMA. The Contractor must take an insurance policy accordingly. During CMC, CAR is not required.

17. Compliance of statutory obligations:

The bidder will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of violation of any contractual or statutory obligations by the bidder, the bidder shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against IIMA by any individual, agency or government authority due to acts of the bidder, the bidder shall be liable to make good / compensate such claims or damages to the IIMA. As a result of the acts of the bidder, if IIMA is required to pay any damages to any individual, agency or government authority, the bidder would be required to reimburse to IIMA such amount along with other expenses incurred by IIMA or IIMA reserves the right to recover such amount from the payment(s) due to the bidder while settling its bills.

18. Defect liability period:

The work shall conform to the specifications as given in tender/order and shall be guaranteed against defective workmanship, defective quality and manufacturing defects etc. for a period of one year from the date of certification of completion of the work to the full satisfaction of IIMA officials. However, OEM warranty shall be 5 years from the Completion of work to the full satisfaction of IIMA officials.

During Defect Liability Period, bidder to provide support for replacement/maintenance to the entire system provided including any complaint of fault in the installed equipment / software provided by the bidder.

19. Assignment and sub-contracting:

The successful bidder shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful bidder shall be able to do it

with approval of the IIMA of premises. However, the job shall be sublet only to the party approved by IIMA officials.

20. Inspection and testing by IIMA:

IIMA reserves the right to visit the factory/workshop/facility of the successful bidder for inspection and testing of material/equipment prior to supply at IIMA. Third Party Inspection may be carried out by the agency authorized by IIMA.

21. Award of similar type of work/services on same rates:

Upon mutual consent, IIMA may award similar type of supply order in the campus for which the rates shall be valid up to TWO year from the date of issue of the Work order.

22. Termination of the Contract:

22.01 Termination due to Contractor's Default

If the Contractor is in default under any of the provisions of this Contract, including but not limited to:

- a. failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
- b. refusal or neglect to make good of defective service or after being instructed to do so by IIMA.
- c. going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
- d. delay in executing the Contract such that liquidated damages are due under the terms of the contract
- e. abandoning the Contract
- f. assigning or subletting any part of the Contract Scope of Service without the prior written approval of IIMA;
- g. failure to comply with any Applicable Law;

then, and in any such event and without prejudice to any other rights or remedies that IIMA may have, IIMA may issue contractor written notice describing the default. If contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, IIMA may terminate all or any part of the Contract Service under this Contract and may then complete or have others complete all such terminated Work at the consultant's sole risk and cost.

In case of such termination, Contractor shall not be entitled to receive further payment, until the terminated Service is completed and accepted by IIMA. If the costs incurred by IIMA, including costs incurred in performing additional services to complete the Contract Scope of service and IIMA's overheads in this regard, exceed the unpaid balance of the Contract Price, the Contractor shall reimburse IIMA such excess within (10) ten days after receipt of an invoice thereof.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to IIMA by law, equity, or under any other Article in this Contract.

Such termination will not relieve the Contractor of its responsibility to its labours, suppliers, or any other creditors, including IIMA.

In the event of a termination under above Article 22.01, Owner may use all or part of Contractor's drawings, documents, and facilities at Site, in the performance of the Contract Scope of Work, without payment to Contractor otherwise than by the extent such use of Contractor's items causes a reduction of cost of completing the Contract Scope of Work. If Contractor's compensation is on a cost reimbursable basis for such equipment and/or facilities, Contractor will be reimbursed for use of such equipment/facilities at the lowest applicable rate provided for herein or at prevailing market rates if no rate is specified, and the cost of Contractor's Goods used.

22.02 Termination for Convenience

IIMA may, at its opinion, terminate for convenience the Contract, at any time by written notice to Contractor. Such notice shall specify the extent to which the performance of Service is terminated and the effective date of such termination. Upon receipt of such notice, contractor shall:

- (a) Immediately discontinue the Contract Scope of Service on the effective date or date of receipt of notice from IIMA, whichever is the latest and to the extent specified in the notice and place no further orders or sub-Contracts for services, other than as may be required for completion of such portion of the Contract Scope of Service that is not terminated.
- (b) Promptly obtain cancellation upon terms satisfactory to IIMA of all purchase orders, sub-Contracts, rentals, or any other agreements existing for the performance of the terminated Service or assign those agreements to IIMA as instructed.
- (c) Complete performance of the Contract Scope of Service that is not terminated.

Upon any such termination for convenience, IIMA shall have no liability towards contractor for any damages, including loss of anticipated profits. As its sole right and remedy, contractor shall be paid for

- a) The Service, which has been satisfactorily performed till date of such termination. contractor shall have the responsibility to submit the Scope of service that had carried out prior to the termination date with sufficient documentation within 7 days from date of the receipt of the termination notice. and
- b) All amounts due and not previously paid to contractor for Contract Scope of Service completed in accordance with the Contract prior to such notice of termination, and for Services thereafter completed as specified in such notice.

The termination of the Contract shall not relieve the contractor of any continuing rights, obligations and liabilities under the Contract.

23. Dispute Resolution:

If any dispute, difference, controversies or claims of any kind whatsoever shall arise between IIMA and the successful bidder, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies, or claims by referring it to the Director of IIMA and the successful bidder.

If IIMA and successful bidder fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other, a formal notice in writing that the dispute, difference, controversy or claim exist specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed mutually having requisite technical expertise to adjudicate such nature of disputes. The decision of sole arbitrator shall be binding on both the parties.

Arbitration shall be held in Ahmedabad; India and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award and the same shall be final and binding on the Parties. The award

shall be entered in the courts at Ahmedabad and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and expenses of the arbitration shall be borne equally by both the parties. The courts in Ahmedabad shall have the exclusive jurisdiction.

24. Force Majeure:

If the whole or any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including but not limited to delays due to floods, fires, accidents, earthquakes, pandemic/epidemic riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. Any extension of time if permitted shall not be subjected any additional cost implications towards IIMA. The successful bidder agrees to meet his obligation under contract for the amount agreed.

25. Escalation / De-Escalation of Rates:

The rates shall be firm during entire duration of the contract including O & M period and till completion of the work

26. Non- Tender Items:

During execution, the contractor may have to execute items which are not specifically mentioned in the Bill of Quantities to make the system operational, as it is a Lump sum turnkey basis project. Bidder may quote accordingly. The item description /Scope of work mentioned is indicative in nature. Bidder to understand the complete scope and quote accordingly. Bidder shall not be able to quote any extra items/ non tender items afterwards.

27. Water & Electricity:

Water and electricity will be supplied by IIMA free of cost at a point of site.

28. Safety and Security:

Contractor shall abide by the safety code provisions, EHS provisions as per safety code framed from time to time by the government/statutory authorities.

29. Contract Agreement:

IF REQUIRED BY IIMA, the successful Bidder has to execute a contract Agreement with IIMA on the non-judicial stamp paper of Rs. 300/- (Rupees Three hundred only). The cost of stamp paper shall be borne by successful Bidder. IIMA reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be inwriting.

30. Make in India:

The material/items/equipment shall be procured as per preferred to Make in India Policy and Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section), PPP-MII Order, 2017 as per OM No. 45021/223/2020-BE-II (E-49557) dated 30th December 2020 and any other guidelines issued in this regard. In this regard, Certificate to be furnished by Agency and their specialized agency under Rule 144(XI) in the general Financial Rule 2017."

Chapter-5

Specific Terms & Conditions

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. The bidder is expected to read all instructions forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
2. The bidder shall bear all the costs associated with the preparation and submission of its bid, and IIMA in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
3. Failure of the successful bidder to comply with all the requirements shall constitute enough grounds for the annulment of the award, in which event the IIMA may make the award to the next lowest evaluated bidder or call for new bids.
4. IIMA reserves the right to vary the quantity (up to +/- 25%) within validity of the contract without any change in other terms and conditions with commensurate increase or decrease in delivery period or may place order in phases.
5. IIMA reserves the right to delete any item/items from the scope of work within validity of the contract, being item rate contract without any change in other terms and conditions.
6. The rate quoted should have the validity of 77 months (Completion of Contract) from the date of signing of the contract and no escalation to the rates quoted shall be permitted.
7. In case, there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.
8. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of IIMA. The IIMA may cancel this tender or contract at any time prior to a formal written contract being executed by or on behalf of IIMA.
9. The bidder should give complete details of the solar projects executed in other industries/institutes, which should be duly supported by documentary evidence from the heads of concerned industries/institutes.
10. The bidder should submit a partnership deed in case of a partnership firm, memorandum and article of association and certificate of registration in case of Private/Public limited company or registered society.

11. If L1 bidder refuses to accept the work order within 07 days from the date of issue of work order from IIMA, the offer will be treated as withdrawn debarring and blacklisting the bidder for at least three years, for further dealings with IIMA.
12. In case L1 bidder fails to deliver the project within delivery period or further in any specified period due to applicability of force majeure condition specified in Clause 24, the work order/contract with L1 bidder will be terminated and no payment for any leftover/partial work will be paid by IIMA. In such case, IIMA may ask L2 bidder to execute the remaining work by matching the price of L1 bidder and undertaking by prospector bidders must be submitted in this regard in their technical bid.
13. The implementation schedule specified in the contract shall be strictly adhered to.
14. Services of the successful bidder regarding up gradation, grievance against complaint will be evaluated after every three months and report will be placed before the Competent Authority, IIMA for information.
15. Safety, security, maintenance & insurance of the equipment and infrastructure including panels installed at IIMA shall be responsibility of successful bidder during the implementation of the project. It is not the responsibility of the concerned IIMA department.
16. The bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the IIMA responsible for non-understanding / misunderstanding the scope of work. Bidders are free to visit the said site to understand the technicalities for implementation of above project.
17. The successful bidder must manage execution of work without disturbance to the Campus classroom proceedings. The bidder should proper ladder/lifts for material shifting and make his own arrangement for the same.
18. Any equipment including hardware/ software's/ infrastructure once installed will become the property of IIMA.
19. The prices quoted for all equipment must be inclusive of all taxes and levies including transportation and SITC at IIMA with five years' comprehensive warranty and support at IIMA except GST. GST component if applicable to be shown separately and will be paid extra, if applicable.
20. This is a Turnkey kind of project. The price shall be quoted as a package deal and as a turnkey solution for the proposed requirement as mentioned in the Annexure-D. Wherein, bidder is required to propose an appropriate system to meet the required outcome. However, Bidder is responsible for any other components inadvertently missed out, but it is required as per the proposed system of the bidder and is essential for overall system to run successfully during entire project duration then bidder must consider the same in his proposed system. IIMA will not be liable for payment of any additional cost outside of price bid.

21. The bidders must accept all technical/financial terms & conditions mentioned in the bid document. No conditional bid will be accepted. IIMA however, reserves the right to reject any or all the offers.
22. If any technical/operational defects are found in the equipment at any point of time (during the period of contract including maintenance period), the same will have to be rectified/replaced free of cost by the bidder.
23. During project execution phase if any material gets lost or damaged, bidder will only be solely responsible for it and bidder must then replace it on time at no additional cost to IIMA. IIMA will provide storage space to successful bidder for stocking the project related material. All movements of material within campus must be managed by successful bidder personnel only. IIMA won't provide any manpower for the same.
24. The successful bidder shall be liable and responsible for any loss of life and / or physical harm and any type of misconduct to the students and B-Schools staff on account of negligence on the part of employees of the successful bidder during the installation and maintenance of the project. (The employees of the bidder should be of the high integrity and moral value).
25. IIMA reserves the right to change any terms and condition before award of the contract.
26. The successful bidder shall not cause any damage to the IIMA property either by himself or through his employees. The successful bidder shall repair immediately, at his own cost, the damages that may have been caused to the IIMA wall / boundary / gate / any other facility etc.
27. The decision of IIMA will be final and binding upon the successful bidder regarding liability and quantum of damages to be paid by him.
28. The bidder should have substantial presence in Ahmedabad. The bidder should be preferred local presence and have his office in Ahmedabad.
29. The successful bidder must confirm to the supply, installation, commissioning of the Solar PV System and comprehensive onsite warranty and further technical specification given in the Annexure D and other terms & conditions mentioned in the tender document.
30. IIMA reserves the right, at its sole discretion, to offer the same contractor, at the same rates and on the same terms and conditions, additional work at IIMA Campus. If the owner and the contractor agree for the same terms and conditions, the owner may award to the same contractor and the contract shall be in writing signed by both the owner and contractor.
31. No workers or labours or persons of the contractor shall be allowed to stay at site or in the IIMA Campus after working hours. Special written permission should to be obtained by contractor from IIMA for working during night-time.

32. All Government statutory permissions, approval and licensing related works completely included in the scope of the Tender. IIMA will provide necessary documents for the process & borne the statutory fee only.
33. All minor building work necessary for installation of equipment such as making of holes in walls/ floors, either of RCC etc. and restoring them to original condition and finish are included. The scope of minor building work includes all grouting and anchoring of the mounting structure, solar meters etc. required for completion of the project.
34. Removal of scrap & other packing materials, debris etc. and immediate dispose from site as per the instruction of Engineer –In charge to be done
35. Electrical installation shall be carried out in accordance with the specifications, local rules, Indian Electricity Act 1956 & Central Electricity Authority Regulation, 2010 as amended up to date, and rules issued there under. All items of work under this contract shall be executed strictly to fulfil the requirement as laid down in the specifications.
36. We have existing 395 kWp solar rooftop system installed at the IIMA New Campus. This 60 kWp Project is a capacity enhancement project for the same. Bidders are requested to have a visit at site for proper understanding. The system installed over MSH-4 to MSH-9 is similar to the proposed requirement of MSH-14 to MSH-19. All the cabling layouts, Inverter locations, Meter location, Earth pit locations, fire extinguisher locations & Cable connections will be the same for this 60kWp Project.
37. Height of the PV Panels should be kept as low as possible, so that it will not be visible from the roads outside building.
38. Weather monitoring system is not required to be installed in this project. For performance calculations of the plant, the data from the existing weather monitoring system is to be used.

Chapter – 6

Bid Evaluation Scheme

Stage-1: Those who qualify in Part-I - PQ will be eligible for opening of Part-II- Technical Qualification.

Stage-2: Evaluation of Technical Bid. Firms shortlisted in Stage-1 shall be invited to make presentation/discussions to the Evaluation Committee at IIMA. The Evaluation committee will assess the firm as per criteria mentioned in Part-2- Technical bid. At the end of this stage, each firm will have technical score (out of 100) associated with it. Bidders getting less than 60 score in the technical bid will not be considered for opening the price bid. Price bids will be opened for the bidders getting score 60 and above.

Stage-3: Opening of Part-III - Price bids will be opened for the bidders who qualify in Part-II – Technical Evaluation. Bidders getting 60 and above marks in Technical Qualification shall be considered for opening of Part-III-Price Bid.

The technically qualified bidder quoting overall lowest price (L1) shall be considered for award of the contract but at the sole discretion of Director IIMA.

IIMA reserves the right to negotiate the rates with overall lowest bidder.

The decision of IIMA Officials will be final and binding to all for interpretation of any ambiguity.

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Bidder is required to fill-up this checklist which is as follows:

Sr.	Item Description	Yes/No	Bid Reference
	Documents for Part-I- Prequalification		
1	Online Payment Receipt for Tender Fee or MSME/Exemption certificate)	NA	NA
2	Payment Receipt of EMD	NA	NA
3	PAN		
4	GSTIN (GST Registration)		
5	Relevant document as a proof that the firm is in business for the period mentioned		
6	Relevant document as a proof that the firm has office set up in Ahmedabad/Gandhinagar		
7	Chartered Accountant's certificate for turn over		
8	Chartered Accountant's certificate for NET profit.		
9	Electrical Contractor License		
10	Annexure-B tender acceptance & price bid undertaking, Annexure-C Bid Security Declaration on company letter head .		
	Documents for Part-II-Technical Bid:		
1	Technical details of the system proposed, including SLD, Earthling Layout, panel layout, firefighting equipment arrangement, earthling layout, shadow analysis etc.		
	Documents for Part-III-Price Bid:		
1	Price bid filled in prescribed format of e- procure website	---	---