



सिद्धिमूलं प्रबन्धनम्
भा. प्र. सं. इन्दौर
IIM INDORE

भारतीय प्रबंध संस्थान इंदौर INDIAN INSTITUTE OF MANAGEMENT INDORE

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टेंडर नोटिस न. **Tender Notice No.**

IIMI/Estate/03/2024/208 File No. 474

तकनीकी व्यावसायिक प्रक्रिया TECHNO COMMERCIAL PROPOSAL

Name of Work: - "Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore." (Re-tender)

Tender Inviting Authority

प्रमाणित किया जाता है कि एनआईटी दस्तावेज़ में क्रमिक रूप से 1 से 38 तक 38 पृष्ठ हैं
Certified that the NIT Document contains 38 pages serially numbered from 1 to 38

NIT - "Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore." (Re-tender)
Page 1 of 38

भारतीय प्रबंध संस्थान इंदौर
INDIAN INSTITUTE OF MANAGEMENT INDORE

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भारतीय प्रबंध संस्थान इन्दौर

प्रबंध शिखर, राऊ-पीथमपुर रोड, इन्दौर - 453 556 (म.प्र.), भारत

INDIAN INSTITUTE OF MANAGEMENT INDORE

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453 556 (M.P.), India

दिनांक /Dated: February 12, 2024

निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

Ref: Tender Notice No. IIMI/Estate/03/2024/208 File No. 474

A. Schedule of Important Events / Activities

| | | |
|---|--|---|
| 1 | NIT No.: IIMI/Estate/03/2024/208 File No. 474 | |
| 2 | About the Institute | IIM Indore is located on Rau Pithampur Road, 25 km away from main city centre. Our is an ethical Institution and we believe in transparency in every facets of work. There is least interference other than quality assurance and timely delivery. There is no need to interact with anyone other than concerned engineer. No material will be allowed to enter the campus from Security gate without passing the same by concerned engineer following technical specifications of the tender. There will be joint measurement of works when completed and bill will be submitted after the joint measurement is accepted. The payment will be made online without any contact with anybody. Strict quality control will be ensured for the job to be executed as per technical specification and make/brand of materials (in case of any brand or its equivalent specified, sample have to approved in advance). |
| 3 | कार्य का नाम Name of Work | "Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore." (Re-tender) |
| 4 | निविदा की प्राक्कलित राशि (जिसमें वस्तु एवं सेवा कर को छोड़कर) Estimated Cost Put to Tender (Excluding Goods & Service Tax) | Rs.33,93,105/- (Rupees Thirty-Three Lakhs Ninety-Three Thousand One Hundred & Five Only) Excluding GST |
| 5 | अग्रिम जमा राशि Earnest Money Deposit (Rs.) | Rs. 67,862/- (Rs. Sixty-Seven Thousand Eight Hundred & Sixty-Two Only) by e-payment through link mentioned in page no. 8. Note: 1. EMD shall be refunded after the selection process is over. 2. Normally in case of unsuccessful bidders it gets refunded on or before the 30th day after the award of the contract. |

| | | |
|----|--|--|
| | | <p>3. The EMD deposited along with bid by the successful bidder shall be returned after receiving the requisite performance guarantee.</p> <p>4. EMD may be forfeited</p> <ul style="list-style-type: none"> • if any bidder withdraw or modify their Bids during the period of validity, or • if the successful bidder after being awarded the contract, fail to sign the contract, or to submit a performance Guarantee before the deadline defined in the NIT or as per the instruction of IIM Indore, whichever is later. In this case the action of forfeiture shall be undertaken without any notice. Also, the bidder shall not be allowed to participate in the re-tendering process of the services. Along with the aforesaid, they will be suspended for the period of two years from being eligible to submit Bids for contracts with the IIM Indore. |
| 6 | समापन की अवधि Duration of the Contract | 365 (Three Hundred Sixty-Five) Days / ३६५ दिन |
| 7 | प्रकाशित करने का दिनांक Publishing Date | February 12, 2024 |
| 8 | Pre-Bid Meeting | <p>February 19, 2024 at 03:00 PM</p> <p>Also those who want to participate in this tender are advised to visit the Institute to understand the scope before participating in tender.</p> <p>Address of pre-bid meeting- Conference room, 2nd floor Administrative Block at IIM Indore.</p> <p>(You have to request for entry permission / for zoom link in advance through email on projectdept@iimidr.ac.in or contact number 0731-2439620 on or before February 18, 2024)</p> |
| 9 | दस्तावेज सहित निविदा के ऑनलाइन जमा करने की अंतिम तिथि और समय Last date and time of closing of uploading/online submission of tender | February 26, 2024, Up to 03:00 PM |
| 10 | तकनीकी बोली के ऑनलाइन खोलने की तिथि और समय Date & Time of online opening of technical bid | February 27, 2024, at 03:30 PM |
| 11 | योग्य बोलीदाताओं की वित्तीय बोली खोलने की तिथि और समय Date and Time of opening of financial bid of qualified bidders | बाद में सूचित किया जाएगा Will be notified later. |
| 12 | परफॉर्मन्स गारंटी Performance Guarantee | 5% of tendered value on acceptance of bid |
| 13 | निविदा जमा करने की विधि Mode of submission of tender | केवल ऑन-लाइन मोड On-Line mode only |
| 14 | बोली की वैधता Bid Validity | निविदा खोलने की तिथि से 90 दिन 90 Days from the date of opening of tender |

B. Guidelines for Online Bid Submission Through CPPP

| | | |
|----|------------------------------------|-------------------------------------|
| 15 | चयन की विधि Method of Selection | दो बोली प्रणाली. Two Bid System. |
|----|------------------------------------|-------------------------------------|

- B.1** It is mandatory for all the applicants to have class II or III digital signature certification from licensed certifying agency like NIC, MTNL, e-mudra, TCS, safescrypt, GNFC etc.
- B.2** Detailed NIT can be viewed free of cost on IIM Indore website under the URL <http://www.iimidr.ac.in/tenders/> . Schedule of quantities (Financial bid form) can be downloaded only from <https://eprocure.gov.in/eprocure/app>. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.
- B.3** The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
- B.4** The applicant have to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents form the e-tendering portal <https://eprocure.gov.in/eprocure/app>.
- B.5** Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. IIM Indore will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
- B.6** Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.
- B.7** Information and Instructions for bidders posted on website shall form part of bid document.
- B.8** The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.
- B.9** Those contractors / vendors not registered on the website mentioned above, are required to get registered beforehand. If needed the intending bidders may get acquainted with the process online from the www.eprocure.gov.in site itself.
- B.10** On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- B.11** Contractor can upload documents in the form of JPG format and PDF format.

- B.12** The price bid format is provided in a spread sheet file like BoQ_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- B.13** Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO) although the item have to be executed as per scope of contract.
- B.14** The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
- B.15** Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website <https://eprocure.gov.in/eprocure/app> at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- B.16** If there are any clarifications, this may be obtained online through the tender site, or thro’ the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- B.17** It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- B.18** The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- B.19** The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.
- B.20** The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

C. Other information and Terms & conditions

- 1) The bid submitted shall become invalid if:
 - If the bidder is found ineligible.
 - If the documents submitted by the successful bidder does not match with the originals before the award of work.
- 2) IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE.
- 3) Authority for rejection of tender:
 - (i) The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
 - (ii) Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
 - (iii) The competent authority on behalf of the Director, IIM Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- 4) The bid for the works shall remain valid for a period of Ninety (90 Days) from the date of opening of price bid of tender. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIM Indore shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- 5) This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - The Notice Inviting Bid, all the documents including additional conditions, specifications, General Conditions of Contract and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Any other Standard C.P.W.D. Form / other forms as applicable/mentioned.

6) **Mode of payment of EMD: Bidders may deposit the EMD through NEFT or RTGS. Details for the same are as below:**

Links are as follows:

1. General Payments to IIM Indore (Powered by ICICI Bank): <https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ==>
2. General Payments to IIM Indore (Powered by HDFC Bank / Qfix): <https://forms.eduqfix.com/iimngenform/add>

Bidders will have to upload scanned copy of Payment details towards the EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.

7) **TAXES: -**

- i. This is Annual Maintenance Contract. The taxes as applicable shall be deducted from each bill paid to the contractor.
- ii. Item rate should be without GST, GST shall be reimbursed on submission of proof.
- iii. The contractor should also get registered under any other tax as applicable as per the extent order on the subject work and same shall be paid by the contractor to concerned department and the same should be considered in his quoted rates.
- iv. Income Tax and TDS (GST) as applicable shall be deducted from each bill paid to the contractor.
- v. Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.

8) The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD guidelines, manual, specifications / BIS / IS/ Other Central / State Govt. norms applicable for IIM Indore & as prescribed by the OEM and the decision in this regard will be guided by the decision of the respective authority of IIM Indore which shall be final and binding to the contractor.

9) In the event of acceptance of a tender, the documents submitted by the successful bidder shall be verified with the originals before the award of work.

10) The tenderer should not have been blacklisted or debarred by any Central/ State / Public Agency from carrying out similar business during last three financial years.

11) Performance guarantee in the form BG or FDR or DD @ 5% of tendered amount has to be furnished within 7 days of issue of LOA.

12) Any dispute is subject to the jurisdiction of Civil Court Indore.

13) The work shall be executed as per CPWD General Specification for HVAC works 2004 with up-to-date amendments, OEM standards applicable and as per

directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read along with schedule of quantities for the work.

14) Necessary clarification required by the IIM Indore shall have to be furnished by the Tenderer within the time given by the IIM Indore for the same. The Tenderer will have to depute his representative to discuss with the officer(s) of the IIM Indore as and when so desired. In case, in the opinion of the IIM Indore a Tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.

15) No T&P shall be issued by the IIM Indore and nothing extra shall be paid on account of this.

16) The IIM Indore reserves the right to reject any or all the price bids and call for fresh prices/ tenders as the case may be without assigning any reason.

17) All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge.

18) The payment shall be on item rate basis and on the actual quantity executed under CAMC Services.

19) Terms of Payment:

Payments shall be released as per General Conditions of contract and the following conditions.

- The payment will be made Quarterly on receipt of your bills and supporting documents after satisfactory and successful completion.
- If the work carried out by the contractor is not satisfactory, IIM Indore shall hold such bills till satisfactory services are provided.
- Any amount due from the contractor to IIM Indore will be recovered from his Quarterly bill.

20) Performance Guarantee:

The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within Seven days of issue of LOI. This guarantee may be in the form of Banker's cheque of any nationalized bank/Demand Draft of any nationalized bank/ Fixed Deposit Receipts or Guarantee Bonds of any nationalized Bank or the State Bank of India in accordance with the prescribed form in CPWD manual. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, including the extended period (Maximum allowable extension with another 07 days with late fee @ 0.1% per day of Performance Guarantee amount), the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

Refund of performance guarantee: The performance guarantee shall be refunded to the contractor one month after the completion of the work.

21) **COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:** All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications.

22) **INDEMNITY:** The successful tenderer/bidder shall at all times indemnify the IIM Indore, consequent on this works contract. The successful tenderer/bidder shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the IIM Indore shall not be responsible for any accident or damage incurred or claims arising there from during the contract period under the supervision of the successful tenderer/bidder in so far as the latter is responsible.

23) **Mobilization advance:** No mobilization advance shall be paid for this work.

24) Mandatory regulations prescribed by the Government shall be followed by the contractor regarding labour and safety clauses, without any lapse, including those conditions, amended by these departments periodically.

25) The contractor has to abide by various statutory acts of the Government regarding facilities to be provided to the workmen, labour, staff employed under minimum wages act, workmen compensation act, factories act, ESI, PF etc.

26) Labour compliance have to be done as per GCC_Maintenance_Works_2023 of CPWD).

D. Bidders Qualifications Criteria

Contractors who fulfil the following requirements shall ONLY be qualified for financial bid opening:

1. **Work Experience:** Experience of having successfully completed works during the last five years ending previous day of last date of submission of tenders.

One similar completed work in any central government department, PSUs & Autonomous bodies, maintenance under OEMs, costing not less than the amount equal to 80% i.e. **Rs. 27,14,484/-** of the estimated cost put to tender.

OR

Two similar completed works in any central government department, PSUs & Autonomous bodies, maintenance under OEMs, each costing not less than the amount equal to 60% i.e. **Rs. 20,35,863/-** of the estimated cost put to tender.

OR

Three similar completed works in any central government department, PSUs & Autonomous bodies, maintenance under OEMs, each costing not less than the amount equal to 40% i.e. **Rs. 13,57,242/-** of estimated cost put to tender.

All amounts rounded off to a convenient full figure.

Note i: Similar work means: “Annual maintenance of VRV/VRF & Split type Air conditioning system”.

ii: The completion certificate issued from clients should indicate the date of commencement, period of completion, awarded cost & cost at completion, quality of work done, etc.

2. **Solvency Certificate:** Current solvency certificate of the amount equal to 40% of the Estimated Cost put to tender i.e. **Rs. 13,57,242/- (Rupees Thirteen Lakhs Fifty-Seven Thousand Two Hundred & Forty-Two Only)** (scanned copy of original certificate to be uploaded).
3. **Turnover:** Average financial turnover should be at least 50% i.e. **Rs. 16,96,553/- (Rupees Sixteen Lakhs Ninety-Six Thousand Five Hundred & Fifty-Three Only)** of the estimated cost put to tender during last three consecutive financial years i.e. FY 2020-21, 2021-22, 2022-23 (scanned copy of original certificate from CA having UDIN Number to be uploaded).
4. **Profit/loss:** The bidder should not have incurred any loss (before tax) in more than two years during last five consecutive P&L accounts, duly audited & certified by Chartered Accountant.
5. **Certificates:** (scanned copy of original certificates to be uploaded)
 - 5.1 Copy of Certification of Incorporation/ Registration of firm
 - 5.2 IT returns for last 3 Financial Years
 - 5.3 PAN (Permanent Account Number)
 - 5.4 GST (Goods & Service Tax) Registration Certificate
 - 5.5 E-payment details towards EMD.

The Bidder must submit stipulated documentary evidence in support of their claim for fulfilling the criteria of the Bids. The Bids without documentary evidence will be out rightly rejected.

Important Note:

- i. Joint Ventures are not allowed.

| | |
|-----------|---|
| E. | List of Documents to be scanned and uploaded |
|-----------|---|

While submitting bid, the Scanned copies of the following documents are to be uploaded:

For Cover-1:

- I. NIT Document duly sign & sealed.
- II. Experience of having successfully completed works during the last five years ending previous day of last date of submission of tenders.
- III. Current bank solvency certificate
- IV. Copy of CA certificate having UDIN number for average financial turnover to be uploaded.
- V. Profit/Loss Certificate certified by the Chartered Accountant.
- VI. Certification of Incorporation/ Registration of firm
- VII. PAN (Permanent Account Number)
- VIII. GST (Goods and Services Tax) Registration Certificate
- IX. E-payment details towards EMD.
- X. IT Returns for the FY 2020-21, 2021-22, 2022-23
- XI. EPF & ESI registration certificates (if applicable)
- XII. Bank Account details.
- XIII. Letter of transmittal as per the Annexure- 1
- XIV. Undertaking having gone through the documents as per the Annexure- 2

For Cover-2:

- i Schedule of Price Bid in the form of .xls

| | |
|-----------|--|
| F. | Details Of Air Conditioning System in Campus. |
|-----------|--|

| Sl. No | Description of Work / Item | No. of Qty. | Units |
|--------|---|-------------|-------|
| 1 | 1.5 Ton Split AC | 210 | Set |
| 2 | 2.0 Ton Split AC | 7 | Set |
| 3 | 30 HP Roof Top Machine | 5 | Set |
| 4 | 5.5 Ton Ductable Unit | 50 | Set |
| | Ground Floor, (Placement Offices), J-Block | | |
| 5 | Outdoor Unit - 40 HP (16 x 1 + 12 x 2) & Indoor Unit - 35.5 TR | 1 | Set |
| | First Floor (Faculty Cabins), J-Block | | |
| 6 | Outdoor Unit - 40 HP (16 x 1 + 12 x 2) & Indoor Unit - 37.5 TR | 1 | Set |
| | Ground Floor (IT Department) & First Floor (Old Estate Office), J Block | | |
| 7 | Outdoor Unit - 30 HP (18 x 1 + 12 x 1) & Indoor Unit - 27 TR | 1 | Set |
| | Administration Block | | |
| 8 | Outdoor Unit - 186 HP (18 x 8 + 14 x 3) & Indoor Unit - 165.195 TR | 1 | Set |
| | Visiting Faculty | | |
| 9 | Outdoor Unit - 104 HP (18 x 4 + 16 x 2) & Indoor Unit - 91.23 TR | 1 | Set |
| | | | |
| | ER-1 Building | | |
| 10 | Outdoor Unit - 20 HP (20 x 1) & Indoor Unit - 32 TR | 2 | Set |
| 11 | Outdoor Unit - 10 HP (10 x 1) & Indoor Unit - 39.56 TR | 5 | Set |
| 12 | Outdoor Unit - 8 HP (8 x 1) & Indoor Unit - 59.4TR | 9 | Set |
| 13 | Inverter Tower AC Outdoor Unit - 5 HP (5 x 1) & Indoor Unit - 8TR | 2 | Set |
| 14 | Inverter type Cassette Unit 2.0 Ton AC | 1 | Set |

G. Scope Of Work and Terms & Conditions

1. The work shall be carried out as per CPWD General Specification for HVAC works 2004 as amended upto date and to the entire satisfaction of Engineer-in-Charge as per scope of work attached.
2. Regular servicing & inspection of the Split ACs, Roof Top ACs, Ductable System & VRF system should be carried out at least once in a quarter by the service provider.
3. The complaints received should be attended within 4 hours of their receipts whereas major repair like replacement/repair of compressor, gas charging, replacement of fan/blower motor shall have to be rectified within 48 hours failure to do so a penalty of Rs. 1000/- per day subjected to maximum Rs. 20000/- per month shall be imposed.
4. All the preventive and breakdown maintenance work done should be recorded in the service report and be deposited to IIM Indore.
5. In addition to breakdown maintenance, the agency shall carry out quarterly preventive maintenance of Split ACs, Roof Top ACs, Ductable System & VRF system and submit the report to the department accordingly.
6. No advance payment shall be made to the contractor, however quarterly payment shall be released to the contractor after verifying the status of machines/equipment.
7. 5% Performance Guarantee will be taken before commencement of CAMC Work from the contractor.
8. The contractor shall arrange all the materials, labour etc. required for the work.
9. No labour hutments shall be allowed.
10. The replacement of the equipment as a whole such as condenser coils, evaporator coils, plastic items/front grill assy., Sheet metal parts, voltage stabilizer, scanners, Thermocol parts, and body cover is not covered in CAMC. However, all the spares, consumables and materials required for breakdown works/preventive maintenance works/overhauling of the above equipments are covered under the CAMC.
11. Spares and consumables are to be used by manufacturers make or recommended makes. You have to obtain the concurrence of Engineer in charge before usage.
12. Special care and attention be given to ensure that no damage is done to the equipment in terms of: -
 - a) Avoiding leakage of refrigeration gas into the atmosphere through regular checkup and prevention.
 - b) Proper disposal of used oil/wastes as per the company's procedures.
 - c) Usage of eco-friendly chemicals/cleaning agents for de-scaling/coil cleaning etc.
 - d) Every breakdown /preventive maintenance service shall be followed by the necessary Service Report indicating details of consumables/spares used separately.
 - e) Compressors for Package (ODU/IDU) units shall be replaced with either Factory reconditioning or new compressors of the same make in case of requirement.

- f) In case, the insulation/ cladding is removed during breakdown / preventive maintenance works shall be reinstalled/repaired/ replaced immediately.

Following items are covered under the scope of comprehensive maintenance:

- a. Includes Electrical and electronic system components and accessories repair/ replacement of all faulty parts/ spares parts such as PCB, Magnetic switch, Transformer & other Electrical parts from AC electrical panel to ODU, Electrical Panel (switchgears, control gears etc.), starter panel, Circuit breakers, IDU including electronic, electrical and microprocessor-based controls and displays, remote controls, cables and wires etc. not limited to the same.
- b. Includes Mechanical System components and accessories repair/ replacement of all faulty parts/ spares parts such as compressors, refrigerant circuits, ducting, drain lines, copper tubing along with insulation, fan motors Air handling units (Blower motor, belt, belt drive, Filter etc.), AHU expansion valve, Connection kit etc. not limited to the same.
- c. Various type/ size of indoor units completes with associated display, electronic cards and cordless/ corded remote controller & associated internal control/ power wiring/ regular cleaning of fitters, fan motor & any other associated work for proper & specified functioning of indoor units.
- d. Various capacity outdoor units with associated compressor, supply/ filling of compressor oil etc., System electronic cards, IGBT, control/ power wiring, oil recovery system, heat exchanger, condenser motor fan, internal refrigeration circuit & any other associated work for proper & specified functioning of outdoor units.
- e. Refrigerant piping along with all joints etc. i/c detection/ repairing of leakage, pressure testing with nitrogen gas, vacuum purging, gas recharging/ topping i/c supply of refrigerant. The repair work shall be carried out in a professional manner. This shall also include restoration of insulation after repair. Any other associated work for proper & specified functioning of air conditioning system. The scope also includes supply charging of refrigerant due to any unforeseen circumstances.
- f. Condensate drains water pipe cleaning, detection/ repairing of pipes for any leakage etc. Any other associated work for proper functioning of drain water disposal system.
- g. All control & power wiring between indoor & outdoor units. Any other associated work for proper & specified functioning of air conditioning system.
- h. Any other item/ activities associated with proper functioning of comprehensive maintenance of complete air conditioning system deemed to have been included in the scope of work.

TOOLS, TACKLES AND MEASURING INSTRUMENTS: All the necessary Tools, Tackles and Measuring Instruments required during preventive Maintenance works/Breakdown Maintenance works/Overhauling works/While conducting tests are to be arranged from contractor's end as and when required at no extra cost.

Deployment of maintenance of staff

The contractor will depute technically qualified, competent and experienced staff as and when required for Comprehensive annual maintenance of air-conditioning system with associated building management system. It may however be noted that normally scheduled Maintenance be carried out on Saturday a Sunday or Any Gazette Holidays for which the contractor will inform at least 24 hours in advance to the Engineer-in-charge for arranging the permission for opening of rooms etc.

Attending to complaints

- a) All defects and deficiencies should be rectified promptly after lodging of complaint. The complaint can be lodged through a telephonic message or through complaint register kept in the office of Engineer-in-charge or his authorized representative. For expeditious disposal of complaints, contractor will keep sufficient reserve of unit exchange spare quantity & item to be kept as unit spares shall be jointly decided with Engineer-in-charge.
- b) The contractor will furnish Telephone No. and his contact person to whom the complaint has to be lodged.

Maintenance schedules

- a) In addition to attending to complaints, the contractor will be required to carry out prescribed maintenance schedules/ preventive maintenance. The maintenance and preventive maintenance schedules and the work to be done in each schedule shall be jointly decided in consultation with Engineer-in-charge.
- b) A Proper record of maintenance schedules to be opened based on Performa jointly decided with Engineer-in-charge. The contractor & Engineer-in-charge of IIM Indore shall jointly record the details of maintenance schedule in the register meant for it.

Identity Cards

The identity cards will be issued to the workman's employed by the contractor after proper police verification for which Contractor shall submit a list of worker's to be deployed on site of work. They will be required to carry identity cards with them during their working inside the campus.

Taking Over Air conditioner for Maintenance Contract Services:

The contractor shall ensure that all the air conditioners are in proper working conditions at the time of handing over on expiry of contract period.

Special Conditions of contract:

1. The contractor is advised to visit the above site and make themselves conversant with the scope of work and all the local safety / security rules and regulations to be observed strictly and any claim whatsoever shall not be entertained, later on this account.
2. This is a service contract, hence all the staff engaged by the contractor shall be purely his liability and department in no way shall be responsible for any compensation for any of their acts/ accidents.
3. The contractor shall arrange to render efficient preventive service. However, in case he fails to maintain the services to the satisfaction of the Engineer-in-charge and the department has to incur any expenditure on that account, the expenditure thus incurred will be recovered from the contractor. Proper records shall be maintained for all the above. In case any complaint is pending because of a reason beyond control of the contractor, he shall intimate the same to IIM's representative by phone or by special messenger within one hour.
4. In case of any accident during the operation / maintenance of the equipment leading to injuries, damages to human being, equipment and or loss of life, the contractor shall be fully responsible for setting all claims and indemnity the department against any claims arising out of such accidents, consequential damages to other system will, however, be not recoverable from the contractor.
5. Before taking over the possession of site, the contractor has to produce the required certificate of qualification of Staff to the Engineer-in-charge to whom he proposes to deploy at site. Apart from satisfying the Wireman / mechanic qualifications, workers deployed must have sufficient knowledge to maintain satisfactorily the electrical and mechanical installations as mentioned above.
6. It shall be the responsibility of the contractor to maintain and hand over back the installation covered under scope of work after completion of work in good working condition as required.
7. Contractor himself will be fully responsible for any accident/causality of his staff if occurs due to electrical fault or negligence of his staff or due to any other reason during duty hours. IIM Indore will not be responsible in any way for the same and no extra payment/claim/compensation shall be made to contractor by the IIM Indore.
8. The contractor shall be responsible for periodical checking, preventive maintenance as per IS: codes/IE rules, maintenance manuals /CPWD manuals & as prescribed. Record of such inspection and preventive maintenance done by contractor to be maintained in separate register and to be got verified by engineer of IIM. A list of periodical checking,

servicing & maintenance is given for guidance & compliance of the contractor.

9. Relevant IS codes/IE rules and maintenance manual with up-to-date amendments be procured and kept at site by the contractor.
10. No parts or components of the items being maintained by vendor shall be removed without prior approval and knowledge of IIMI. Any part to be removed from the item for repair shall be done after approval of the nominated supervisor.
11. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
12. The agency shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part.
13. The CAMC Service will be carried out in the manner complying, in all respects, with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
14. The agency shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
15. All materials to be incorporated in the CAMC Services shall be arranged by the contractor and shall be in accordance with the specifications laid down.
16. **The tenderer shall use materials of OEM (original equipment manufacturer) unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the CAMC Service.**
17. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge and the same shall be removed from the site within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the agency without giving any further notice and time.
18. The agency shall be responsible for completing the CAMC Service and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The agency shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved

in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.

19. All tools, plants and measuring shall be arranged by the agency himself and nothing extra shall be paid to the agency on this account.

20. CONTRACTOR TO COMPLY WITH LAWS:

- In the performance of this Contract, the agency shall abide by all existing laws, codes, rules and regulations set forth by all governmental units and authorities having competent jurisdiction over Contractor and/or the work performed by Contractor hereunder. Contractor shall also procure and pay any necessary permits or licenses pertaining to the work performed by Contractor pursuant to this Contract.
- All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with specified laws, standards and codes set by the government with latest edition, including amendments thereto, and with applicable regulations of the state, city and/or local authorities. In case of conflict, the more stringent regulations will apply.

21. TERMINATION OF AGREEMENT:

- Either party may terminate this Agreement by giving the other party not less than thirty (30) days written notice.

| | |
|----|----------------|
| H. | Integrity Pact |
|----|----------------|

INTEGRITY PACT

To,

.....,
.....,
.....

Sub: NIT No. IIMI/Estate/03/2024/208 File No. 474 for the work of
“Comprehensive Annual Maintenance Contract for Air conditioning System
(Roof Top, Split, Ductable & VRF System) installed at various location at IIM
Indore.” (Re-tender)

Dear Sir,

It is here by declared that IIM Indore is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIM Indore.

Yours faithfully

Chief Officer Engineering

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of
2024

BETWEEN

The Director, IIM Indore represented through Chief Officer Engineering, IIM Indore, (Hereinafter referred as the IIM Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
..... (Name and Address of the Individual/
firm/Company) Through
.....
(Hereinafter referred to as the (Details of duly authorized signatory)
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or
context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender IIMI/Estate/03/2024/208 File No. 474 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore.” (Re-tender) hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Indore / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information

contained or transmitted electronically. (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIM Indore interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the

Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Indore.

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

I. Agreement

Format for Agreement

THIS AGREEMENT made at Indore on the ____ day of ____ 2024 between **Indian Institute of Management Indore Rau- Pithampur Road, Indore** (hereinafter called "**The IIM INDORE**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part

AND _____
_____ (herein after called "**The Contractor**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS

The IIM INDORE is desirous of carrying out the work of "**Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore.**" (Re-tender) issued vide NIT No.: IIMI/Estate/03/2024/208 File No. 474

The Works are to be executed as per the scope of work, technical specifications, drawings etc. as is mentioned in the tender document for tendered rate amounting _____ to _____ Rs.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and other arrangements for workers, Specifications, Preambles and Schedule of Quantities and erection & furnishing schedule (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of work annexed hereto at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said tendered amount).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM INDORE to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown upon the said Drawings strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexure-1 hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.
3. The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.

4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a contract on item rate basis to be carried out and to be paid for according to the Schedule of Payments at the rates contained in the Schedule of Quantities.
5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer-In-charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
6. The IIM INDORE reserves to themselves the right of altering the drawings and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work as mentioned in LOI/ work order and shall complete the entire work within the stipulated time limit.
8. All payments by the IIM INDORE under this contract shall be made through online mode.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in respect of IIM Indore and Director IIM Indore only shall have jurisdiction to determine the same.
10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of the Engineer-in-charge IIM INDORE.
11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM INDORE and the duplicate with the Contractor.
12. The Engineer-in-Charge may, without prejudice to his any other right or remedy against the contractor in respect of any delay, non-commencement, inferior workmanship, any claim for damages and/ or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing determine/ repudiate the contract.

IN WITNESS WHEREOF the IIM INDORE has set his hands hereunto and duplicate hereof through his duly authorized official and the Contractor has caused these presents and duplicate hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED, SEALED AND DELIVERED by IIM INDORE, by the hand of

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s _____

_____.

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

| | |
|-----------|---------------------|
| J. | Safety Codes |
|-----------|---------------------|

Relevant safety codes of the CPWD to the extent applicable to the IIM Indore. Decision in this regard will be governed by the competent authority of IIM Indore which shall be final and binding to the contractor.

| | |
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| K. | Fire Safety |
|-----------|--------------------|

This will be as per the Fire Safety codes of the CPWD to the extent applicable to the IIM Indore. Decision in this regard will be governed by the competent authority of IIM Indore which shall be final and binding to the contractor.

| | |
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| L. | General Conditions of Contract |
|-----------|---------------------------------------|

This will be as per the General Conditions of Contract (GCC) of the CPWD to the extent applicable to the IIM Indore. Decision in this regard will be governed by the competent authority of IIM Indore which shall be final and binding to the contractor.

| | |
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| M. | Formats for Different Forms/Certificates |
|-----------|---|

Annexure-1

Letter of Transmittal

To,
The Chief Officer Engineering,
IIM Indore (M.P.)

Sub: Submission of bid for the work of "Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore." (Re-tender) Vide NIT No. IIMI/Estate/03/2024/208 File No. 474

Sir,

Having examined the details given in Notice and bid document for the above work, I/we hereby submit relevant document.

1. I/we hereby certify that all the statement made and information supplied in respect of the aforesaid bid and accompanying statements are true and correct.
2. I/we furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite bid security declaration/ requisite certified solvency certificate and authorize the Institute i.e. IIM Indore or its officials to approach the bank issuing the same to confirm the correctness thereof. I/We also authorize IIM Indore and its officials to approach individuals, employees firms and corporation to verify our competence and general reputation.
4. I/We submit the certificates/ documents in support of our suitability, technical knowledge and capability for having successfully completed the said works (as mentioned / as attached in support of eligibility requirement)

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

Undertaking having gone through the documents as per the Technical bid

Sub.: “Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore.” (Re-tender)

NIT No.: - IIMI/Estate/03/2024/208 File No. 474

Dated: /...../2024

To,

The Chief Officer Engineering,
Indian Institute of Management, Indore
Prabandh Shikhar, Rau-Pithampur Road, Rau, Indore-
453556

Dear Sir,

We have carefully examined the specifications and schedule of quantities relating to the work specified in the memorandum hereinafter set out and have visited and examined the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with specifications, material and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, General Conditions of Contract, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

(Duly authorized signatory of the Bidder)

Format of Bank Guarantee
Bank Guarantee for Performance Security

(On letter head of the Owner with adhesive stamp / non-judicial stamp paper of appropriate value at the time of issue of Bank Guarantee)

THIS DEED OF GUARANTEE made on _____ day of _____ 2024, between [Name of Bank], having Registered Office at [Address], (hereinafter called the “Bank” which expression shall unless repugnant to the context and meaning thereof include its successors) in favor of **Indian Institute of Management Indore having its office at Prabandh Shikhar, Rau-Pithampur Road, Indore- 453556 (M.P.)** (hereinafter called “Owner” which expression shall unless repugnant to the context and meaning thereof include its successors and assigns).

WHEREAS (IIMI) Indian Institute of Management Indore has issued a Letter of Acceptance / Letter of Intent No..... dated _____ to _____ having its Corporate office at _____ (hereinafter called the “Contractor”) which constitute a binding Contract (hereinafter called “Contract Agreement”) for carrying out the **“Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore.” (Re-tender)** based upon the Tender submitted by the Contractor and agreed between Client and Contractor and subject to the terms therein contained. The work to be carried out by Contractor shall be supervised and implemented by M/s _____ (hereinafter called “Contractor/Bidder”)

AND WHEREAS in accordance with the terms and conditions of the contract agreement, the Contractor has agreed to furnish a Bank Guarantee to Owner in the form of acceptable to performance guarantee for a sum of Rs. _____ (Rupees _____ Only) to ensure timely and satisfactory performance by the Contractor of its obligation under the Contract Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish this irrevocable and unconditional guarantee in favour of Owner to secure performance by the Contractor of its obligations under the Contract Agreement on the terms and conditions herein contained.

NOW THIS DEED WITHNESSTH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of the Contractor to be performed observed or complied with under the Contract Agreement in accordance with the terms thereof and in the event of any non-performance and non-compliance of the same for any reason, the Bank shall absolutely irrevocably and unconditionally without any demur right of set off or counter claim, forthwith upon written demand by Owner and without demur or protest and without reference to the Contractor pay to Owner a sum not exceeding Rs. _____ (Rupees _____ only). A demand so made by _____ shall be final and binding on the Bank.

2. The Bank's liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only).
3. The decision of Owner for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor, to be observed performed or complied with under the Contract Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank, under what so ever circumstances.
4. Any demand for payment under this Guarantee shall be made on the Bank by Owner in writing at [Bank Address] and shall be deemed to have been sufficiently made by Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms upto _____ or unless extended on written demand by IIM Indore until the due performance, observance and compliance by the Contractor of all the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with under the Contract Agreement, the completion of the Defects Liability Period and issue of the Certificate of Final Completion by Owner in accordance with the Contract Agreement.
6. As between the Bank and Owner (but without affecting the Contractors' obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
 - a. Any time, indulgence, waiver or consent at any time given by Owner to the Contractor.
 - b. Any amendment to the Contract Agreement,
 - c. The making or the absence of any demand by Owner on the Contractor or any other person for payment.
 - d. The enforcement or absence of enforcement of the Contract Agreement or of any security or other defect in any provision of the Contract Agreement or of any of the Contractors obligations there under;
 - e. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative Receiver of the Contractor.
7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank/ Owner or by any merger, or amalgamation or reconstruction of the Bank / Owner but shall be enforceable against the merged, amalgamated or reconstruction body.
8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, set offs, counter claims recoupments, reductions, limitations and impairments, whatsoever.
9. Owner shall be at liberty to vary and alter or modify any of the terms and conditions of the Contract Agreement including without limitation to extend from time to time the time for the performance of the Contract Agreement by the Contractor or to postpone from time to time any of the powers exercisable by owner against the Contractor, to forbear or to enforce any of the terms and

- conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
10. The Bank waives any right to require/ proceeding first against the Contractor or the realization first of any other security or other guarantee, if any.
 11. The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner.
 12. The bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any defects therein or in its execution shall not be a plea for non-payment or performance of its obligation.
 13. This guarantee shall be Governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Indore.
 14. Any forbearance or indulgence on the part of Owner in the enforcement of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with by the Contractor under the contract agreement shall in no way relieve the Bank of its liability under the Guarantee.
 15. Terms and expression defined in the contract agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.
 16. Notwithstanding anything contained hereinabove;
 - a. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupee _____)
 - b. This bank guarantee shall be valid upto _____ or and
 - c. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ or as provided in clause 5 failing which our liability under this bank guarantee will automatically cease.
 - d. This bank guarantee is not assignable and not transferable to third party.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and behalf)
Of the Bank by it's duly authorized)
Representative)
In the presence of)

| | |
|-----------|----------------------|
| N. | FINANCIAL BID |
|-----------|----------------------|

Annexure-A

| Financial Bid | | | | | |
|--|---|-------------------|--------------------|-------------|---------------|
| Name of Work: - Comprehensive Annual Maintenance Contract for Air conditioning System (Roof Top, Split, Ductable & VRF System) installed at various location at IIM Indore.” (Re-tender) | | | | | |
| NIT No. - IIMI/Estate/03/2024/208 File No. 474 | | | | | |
| Sl. No | Description of Work / Item(s) | No. of Qty | Units | Rate | Amount |
| 1.00 | Comprehensive Maintenance of Split Air Conditioners consisting of indoor, outdoor units, drain piping, remote control unit, voltage stabilizer, piping with insulation between indoor & outdoor units including preventive maintenance, servicing, replacement of all defective / worn out parts including compressor, condensing coil, blower motor, piping, maintaining stock of spare parts at site of work for effective maintenance with all tools, tackles, labour etc. complete and as per instruction of Engineer-in-charge. | | | | |
| 1.1 | 1.5 Ton Split AC (210 nos.x 4 Quarter) | 840.00 | Per AC/Per Quarter | | |
| 1.2 | 2.0 Ton Split AC (07nos.x 4 Quarter) | 28.00 | Per AC/Per Quarter | | |
| 2 | Comprehensive Maintenance of Roof Top Air Conditioners consisting of indoor, outdoor units, drain piping, remote control unit, voltage stabilizer, Ducting, piping with insulation between indoor & outdoor units including preventive maintenance, servicing, replacement of all defective / worn out parts including compressor, condensing coil, blower motor, piping, maintaining stock of spare parts at site of work for effective maintenance with all tools, tackles, labour etc. complete and as per instruction of Engineer-in-charge | | | | |

| | | | | | |
|-----|--|--------|--------------------|--|--|
| 2.1 | 30 HP Roof Top Machine (05 nos.x 4 Quarter) | 20.00 | Per AC/Per Quarter | | |
| 3 | Comprehensive Maintenance of Ductable System consisting of indoor, outdoor units, drain piping, remote control unit, voltage stabilizer, piping with insulation between indoor & outdoor units including preventive maintenance, servicing, replacement of all defective / worn out parts including compressor, condensing coil, blower motor, piping, maintaining stock of spare parts at site of work for effective maintenance with all tools, tackles, labour etc. complete and as per instruction of Engineer-in-charge | | | | |
| 3.1 | 5.5 Ton Ductable Unit (50 nos.x 4 Quarter) | 200.00 | Per AC/Per Quarter | | |
| 4 | Comprehensive Maintenance of VRF AC System consisting of indoor, outdoor units, drain piping, ducting, corded/ cord less remote control unit, Touch Screen Intelligent Central Remote Controller unit and other associated items etc. which includes preventive maintenance, breakdown maintenance, servicing & other associated maintenance works of entire VRF AC System of Hitachi make etc. complete with as specified in the tender & as per the OEM's specification and as per the direction of Engineer-in-Charge. | | | | |
| 4.1 | Ground Floor, (Placement Offices), J-Block | | | | |
| 4.2 | Outdoor Unit - 40 HP (16 x 1 + 12 x 2) & Indoor Unit - 35.5 TR | 4.00 | Quarter | | |
| 4.3 | First Floor (Faculty Cabins), J-Block | | | | |
| 4.4 | Outdoor Unit - 40 HP (16 x 1 + 12 x 2) & Indoor Unit - 37.5 TR | 4.00 | Quarter | | |
| 4.5 | Ground Floor (IT Department) & First Floor (Old Estate Office), J Block | | | | |

| | | | | | |
|-----|--|------|---------|--|--|
| 4.6 | Outdoor Unit - 30 HP (18 x 1 + 12 x 1) & Indoor Unit - 27 TR | 4.00 | Quarter | | |
| 5 | Comprehensive Maintenance of VRV AC System consisting of indoor, outdoor units, drain piping, ducting, corded/ cord less remote control unit, centralized remote controller (I-Touch) and other associated items etc. which includes preventive maintenance, breakdown maintenance, servicing & other associated maintenance works of entire VRV AC System of Daikin make etc. complete with as specified in the tender & as per the OEM's specification and as per the direction of Engineer-in-Charge. | | | | |
| 5.1 | Administration Block | | | | |
| 5.2 | Outdoor Unit - 186 HP (18 x 8 + 14 x 3) & Indoor Unit - 165.195 TR | 4.00 | Quarter | | |
| 5.3 | Visiting Faculty | | | | |
| 5.4 | Outdoor Unit - 104 HP (18 x 4 + 16 x 2) & Indoor Unit - 91.23 TR | 4.00 | Quarter | | |
| 6 | Comprehensive Maintenance of VRF AC System consisting of indoor, outdoor units, drain piping, ducting, corded/ cord less remote control unit, Touch Screen Intelligent Central Remote Controller unit and other associated items etc. which includes preventive maintenance, breakdown maintenance, servicing & other associated maintenance works of entire VRF AC System of LG make etc. complete with as specified in the tender & as per the OEM's specification and as per the direction of Engineer-in-Charge. | | | | |
| 6.1 | ER-1 Building | | | | |
| 6.2 | Outdoor Unit - 20 HP (20 x 1) & Indoor Unit - 32 TR | 8 | Quarter | | |
| 6.3 | Outdoor Unit - 10 HP (10 x 1) & Indoor Unit - 39.56 TR | 20 | Quarter | | |
| 6.4 | Outdoor Unit - 8 HP (8 x 1) & Indoor Unit - 59.4TR | 36 | Quarter | | |

| | | | | | |
|-----|---|---|---------|--|--|
| 7 | Comprehensive Maintenance of Inverter Tower AC consisting of indoor, outdoor units, drain piping, remote control unit, voltage stabilizer, piping with insulation between indoor & outdoor units including preventive maintenance, servicing, replacement of all defective / worn out parts including compressor, condensing coil, blower motor, piping, maintaining stock of spare parts at site of work for effective maintenance with all tools, tackles, labour etc. complete and as per instruction of Engineer-in-charge. | | | | |
| 7.1 | Outdoor Unit - 5 HP (5 x 1) & Indoor Unit - 8TR | 8 | Quarter | | |
| 8 | Comprehensive Maintenance of Inverter type Cassette Unit consisting of indoor, outdoor units, drain piping, remote control unit, voltage stabilizer, piping with insulation between indoor & outdoor units including preventive maintenance, servicing, replacement of all defective / worn out parts including compressor, condensing coil, blower motor, piping, maintaining stock of spare parts at site of work for effective maintenance with all tools, tackles, labour etc. complete and as per instruction of Engineer-in-charge. | | | | |
| 8.1 | 2.0 Ton AC (01no.x 4 Quarter) | 4 | Quarter | | |
| | Total Amount Excluding GST | | | | |

Note:

1. The Financial Bid is to be filled through e-procurement portal namely CPPP through <https://eprocure.gov.in/eprocure/app>
2. Any other mode of bid submission will not be accepted.


 Tender Inviting Authority