



भारतीय प्रबंध संस्थान इंदौर
INDIAN INSTITUTE OF MANAGEMENT INDORE
Prabandh Shikhar, Rau-Pithampur Road, Indore - 453556 (M.P.),
India

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E-Tender Notice No.
IIMI/Estate/08/2019/08 File No.143

TECHNO COMMERCIAL PROPOSAL

Name of Work:

“Comprehensive Annual Operation & Maintenance Contract of HVAC Plant at IIM Indore“

Certified that the NIT Document contains 38 pages serially numbered from 1 to 38

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

Dated: April 17, 2019

NOTICE INVITING E-TENDER

Ref: E-Tender Notice No. IIMI/Estate/08/2019/08 File No.143

IIM Indore invites online item rate tender through e-procurement portal for the under mentioned work at IIM Indore from the bidders eligible as per the eligibility criteria mentioned in the tender document. The details are given below:

A. Schedule of Important Events / Activities

A.1 Information Related to Bid

A.1.1	NIT No. : IIMI/Estate/08/2019/08 File No.143	
A.1.2	Name of Work	“Comprehensive Annual Operation & Maintenance Contract of HVAC Plant at IIM Indore.”
A.1.3	Plant Capacity	500TR (2X250TR Chilled water A/C Plants)
A.1.4	Estimated Cost Put to Tender	Rs. 18,38,409/- (Excl. GST)
A.1.5	Earnest Money Deposit (Rs.)	Rs. 36,768/- (Rs. Thirty Six Thousand Seven Hundred Sixty Eight Only) by e-payment through electronic mode (If exemption claimed, the bidder has to submit online respective document issued by Government of India)
A.1.6	Tender Processing Fee (Rs.)	Rs. 500/- by e-payment through electronic mode (Non-Refundable)
A.1.7	Completion period	Twelve (12) Calendar Months including monsoon period
A.1.8	Mode of submission of tender	On-Line mode only

A.2 Key Events and Dates

A.2.1	Publishing Date	10.00 AM on April 17, 2019
A.2.2	Pre-Bid Meeting	03:00 PM on April 30, 2019 at Conference Hall, Administration Block, IIM Indore. Those who are interested can attend.

A.2.3	Last date and time of closing of uploading/online submission of tender including scanned copy of EMD and tender Processing Fee details/receipts and other documents as specified	Upto 10:00 AM on May 08, 2019
A.2.4	Date & Time of online opening of technical bid	10:30 PM on May 09, 2019
A.2.5	Date and Time of opening of financial bid of qualified bidders	Will be notified at a later date

A.3 Other Important Information Related to Bid

A.3.1	Performance Guarantee	5 (FIVE) % of tendered value on acceptance of bid
A.3.2	Mode of payment of Tender Processing Fee and EMD	<p>Bidders will have to deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:</p> <p>Name of beneficiary :Indian Institute of Management Indore Address :Rau-Pithampur Road,Indore-453556,M.P. Account No. :53018623445 Name of the Bank :State Bank of India Address of the bank :IIM Indore Campus IFSC Code :SBIN0030525</p> <p>Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & 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.</p>
A.3.3	Bid Validity	90 Days from the date of opening of Technical Bid

B. Guidelines for e-Tendering

- 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).
- 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

- C.1 The bid submitted shall become invalid and e-tender processing fee shall not be refunded 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.
- C.2 However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only within a week physically in the office of the “ Chief Engineer, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).
- C.3 Certificate of financial turn over: At the time of submission of bid, contractor may upload Undertaking / certificate from CA mentioning Financial Turnover of last 3 Year or for the period as specified in the bid document.
- C.4 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.
- C.5 Short listing of the agencies shall be subject to through verification of their credentials and inspection of works carried out by them, through a Technical Evaluation committee of experts, constituted by IIM Indore.
- C.6 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.
- C.7 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.
- C.8 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.
- C.9 *The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid.* 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.

C.10 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.

C.11 Mode of payment of Tender Processing Fee and EMD: Bidders may deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:

Name of beneficiary	: Indian Institute of Management Indore
Address	: Rau-Pithampur Road, Indore -453556, M.P.
Account No.	: 53018623445
Name of the Bank	: State Bank of India
Address of the bank	: IIM Indore Campus
IFSC Code	: SBIN0030525

Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & 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.

C.12 TAXES: -

- i) This works comes under Works contract. Works contract Tax/MPVAT or other as applicable shall be deducted from each bill paid to the contractor.
- ii) Contractor should get registered under GST and tax as applicable as per the extant order on the subject work shall be paid by the contractor to concerned department. Which will be reimbursed by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.
- 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) Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.
- v) Income Tax and cess as applicable shall be deducted from each bill paid to the contractor.
- vi) Contractor should be registered under EPF & ESIC and as per law, shall pay EPF & ESIC of contract workers to concerned Department from time to time.
- vii) Any other taxes/cess as per government directives shall be deducted from each bill paid to the contractor from time to time or as per rule in

case of manufacturer.

- C.13** For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120- 4001002, 91 8826246593 or 0731-2439620/ 07312439447 or send a mail over to cppp-nic@nic.in
- C.14** 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.
- C.15** Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled / registered in e-procurement should enroll /register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
- C.16** Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- C.17** Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.
- C.18** 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.
- C.19** 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
- C.20** The party whose tender has been accepted has to execute an agreement on non-judicial stamp paper immediately after work order is issued.
- C.21** General condition of contract (GCC) of CPWD will be applicable to the extent relevant to the job.
- C.22** Any dispute is subject to the jurisdiction of Civil Court Indore.

C.23 The work shall be executed as per CPWD general specifications for Civil & electrical works with upto date amendments as per relevant IS 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.

C.24 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.

C.25 A tenderer will also not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the IIM Indore.

C.26 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.

C.27 Terms of Payment:

Payments shall be released as per General Conditions of contract and the following conditions. All interim payments shall have deductions towards advances and other contract conditions. No advance payment will be made.

- The Contractor shall bill for 1/4th of the accepted annual amount every quarter on completion of the service of that quarter and the payment shall be made within 30 days from the date of submission of bill.
- If the work carried out by the contractor is not satisfactory, IIM Indore shall hold such bill/s till satisfactory services are provided.
- Any amount due from the contractor to IIM Indore will be recovered from his quarterly bill.
- 1st Payment will be made only on submission of Performance Security Guarantee equal to 5% of the awarded value by the successful Contractor, signing of the agreement etc.

C.28 Performance Guarantee:

The tender shall guarantee among other things, the following:

- (a) Quality, strength and performance of the materials used.
- (b) Safe mechanical and stress on all parts under all specified conditions of operation.

The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within Ten 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 if any, 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 after the completion of the work and recording of the completion certificate as above.

- C.29 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.
- C.30 INDEMNITY:** The successful tenderer/bidder shall at all times indemnify the IIM Indore, consequent on this maintenance 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.
- C.31 Mobilization advance:** No mobilization advance shall be paid for this work.
- C.32** Government circulars / guidelines related to MSME and PPP MII will be applicable to this tender. Margin of purchase preference and other norms / regulations, if applicable to be guided by the decision of the competent Authority of IIM Indore.

D. Bidder Qualification Criteria

Contractors who fulfil the following requirements shall **ONLY** be qualified for financial bid opening (Joint Ventures are not accepted):

1. Performance / Work Experience:

The bidder must have experience of successfully completed works of maintenance of **Central Air-conditioning plant** during the last 7 years ending last day of the month previous to the one in which applications are invited. *The works completed up to previous day of last date of submission of tenders shall also be considered.*

One similar completed work of aggregate cost not less than the amount equal to 14,70,727/-,

OR

Two similar completed works, costing not less than the amount equal to 11,03,045/-,

OR

Three similar completed works costing not less than the amount equal to 7,35,364/-,

Similar work shall mean: Maintenance & Operation of Central Air-conditioning plant (Chiller model).

2. Annual Financial Turnover: Should have had average annual financial turnover at least 100% of the estimated cost put to tender during the last three years from the overall business ending March 31, 2018. (Scanned copy of certificate from chartered accountant to be uploaded)

3. Certificates: (scanned copy of original certificates to be uploaded)

- 4.1 Certification of Incorporation/ Registration of firm
- 4.2 IT returns for the FY 15- 16, 16-17 & 17-18.
- 4.3 PAN (Permanent Account Number)
- 4.4 GST (Goods & Service Tax) Registration Certificate
- 4.5 E-payment details towards cost of tender processing fee & EMD

Note:-

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

E. List of Documents to be scanned and uploaded

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

- i) Certificates of Work Experience: Work Orders along with Completion Certificates issued by officer of the Department not below the rank of an Executive Engineer in case of PSUs/Government and any senior officer if the work done in a private enterprises.
- ii) Certification of Registration of firm / company
- iii) CA certificate for Annual Financial Turnover for FY 15-16, 16-17 & FY 17-18.
- iv) Technical Staff: List of technical staff they possess and proposed to deploy for the work to be uploaded.
- v) IT returns for the FY 15-16, 16-17 & 17-18.
- vi) PAN (Permanent Account Number)
- vii) GST (Goods & Services Tax) Registration Certificate
- viii) Bank Account Detail.
- ix) EPF/ESI registration certificates
- x) E-payment details towards cost of tender processing fee & EMD
- xi) Aadhar card copy of the authorized officer of the company/firm who will be signing agreement etc.
- xii) Undertaking having gone through the documents as per the Annexure-1.
- xiii) Any other document that bidder felt necessary in support of his candidature.
- xiv) Schedule of Price Bid in the form of BoQ_.xls

F. 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.

G. 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.

H. Form of Performance Security (Guarantee)

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the Director, IIM Indore (hereinafter called “The IIM Indore”) having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called “the said Contractor(s)”) for the work..... (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the IIM Indore an amount not exceeding Rs. (Rupees..... Only) on demand by the IIM Indore.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IIM Indore stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the IIM Indore any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Indore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the IIM Indore certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the IIM Indore that the IIM Indore shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM Indore against the said contractor(s)

and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IIM Indore or any indulgence by the IIM Indore to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIM Indore in writing.

8. This guarantee shall be valid up tounless extended on demand by the IIM Indore. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank).

I. Integrity Pact

INTEGRITY PACT

To,

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

Sub: NIT No. **IIMI/Estate/08/2019/08 File No. 143** for the work of “Comprehensive Annual Operation & Maintenance Contract of HVAC Plant at IIM Indore.”

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 Engineer

Letter of Transmittal

To,
The Chief Engineer,
IIM Indore (M.P.)

Sub: NIT No. IIMI/Estate/08/2019/08 File No. 143 for the work of “Comprehensive Annual Operation & Maintenance Contract of HVAC Plant at IIM Indore.”

Dear Sir,

I/We acknowledge that IIM Indore is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM Indore. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM Indore shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on thisday of.....
2019

BETWEEN

The Director, IIM Indore represented through Chief Engineer, 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 (NIT No. IIMI/Estate/08/2019/08 File No. 143) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Comprehensive Annual Operation & Maintenance Contract of HVAC Plant at IIM Indore.” 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:

J. Agreement

Format for Agreement

THIS AGREEMENT made at Indore on the _____ day of _____ 2019 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 Operation & Maintenance Contract of HVAC Plant at IIM Indore.”**

The Works are to be executed as per the schedules mentioned in tender document drawings and specifications describing the works to be done.

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 Sanitary arrangements for workers, Specifications, Preambles and Schedule of Quantities and installation schedule (all of which are hereinafter collectively referred to as the ‘said tender conditions’) and strictly in accordance with the Scope of work & technical specifications 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 specifications, drawings & other conditions and strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexures 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, specifications 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 within 10 days from the date of work order or from the date of handing over of the site, as provided for in the said terms and conditions, whichever is later, and shall complete the entire work within the specified period, subject nevertheless the provisions for extension of time as may be agreed to by the IIM INDORE and as contained in the said conditions.
8. All payments by the IIM INDORE under this contract shall be made only at Indore.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Indore and courts in 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 Director 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.

IN WITNESS WHEREOF the IIM INDORE has set his hands hereunto and two duplicates hereof through his duly authorized official and the Contractor has caused these presents and two duplicates 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:

K. Section-I - Equipment Description

Equipment Description

This contract is meant for Comprehensive Annual Operation & maintenance of HVAC Plant at Indian Institute of Management, Indore. The installations are as given below:

- A). For comprehensive Annual maintenance of Chiller Plant (including replacement of spare parts):

1.	Model	VWCFX27L3K1C
2.	Make	Voltas Limited
3.	Capacity	500TR (2X250TR Chilled water A/C Plants)
4.	Cooling Tower	02 Nos.
5.	AHUs	33 Nos. catering to various buildings of IIM, Indore
6.	HVAC control panel	Incomer, Bus coupler, Starters, feeders and control the entire A/C systems from the control panel.
7.	Condenser Pump Motor	02 Nos.
8.	Primary Pump Motor	02 Nos.
9.	Secondary Pump Motor	04 Nos.

L. Section-II - Scope Of Work and Terms & Conditions

1.0 Scope of work for maintenance:

A. Preventive Maintenance

Monthly:

1. Routine inspection and maintenance works of all the plants to be done every Monday and Thursdays.
2. All safety and indicating devices to be checked up.
3. Current & Voltage measurements for all the plants in full load.
4. Routine inspection and maintenance of all electrical items like Switches / Cables etc.
5. Cleaning of all the AHUs.
6. Cleaning of air filters and replacement whenever required.
7. Inspection of belts and adjustment / replacements if required.
8. Checking of AHU fan motor, Impeller, Impeller housing, shaft, bearing and replacement if required.
9. Check up for possible leakages in the refrigeration system.
10. Checking of electrical panels.
11. Checking of cooling tower nozzles, sprinklers, cooling tower motors/fans and servicing/ replacement if required.

Quarterly:

1. Cleaning of AHU cooling coils
2. Lubrication of bearings of motors and other machinery
3. Tightening of V-Belts.
4. Checking of safety control and switches / replacement if required.
5. Calibration of meters and gauges / replacement if required.
6. De-scaling of condensers
7. Cleaning of contact switches, checking of relays, timer etc./replacement if required.
8. Cleaning of AHU outlet like diffusers, grills etc.
9. Replacement of controls like transducers, sensors, microprocessor controls, oil etc if required.
10. Cleaning the cooling towers - this work to be undertaken after the transmission in the night.

Annual:

1. Overall maintenance of all the plants and electrical systems.
2. Cleaning of micro Vee filters.
3. Cleaning of cooling coils.

In addition to the above agency will have to perform the preventive maintenance of the system as per the checklist detailed hereunder:

Overall System:

1. All starters contacts checked.
2. Checked cable for over heating & Termination of tightness
3. Leak Test
4. Heater Operation
5. Liquid line sight glass
6. Vapour injection sight glass
7. Oil return sight Glass comp. 1 (Screw type)
8. Oil return Glass comp. 2 (Screw type)
9. Oil return Glass comp. 3 (Screw type)
10. Oil return Glass comp. 4 (Screw type)
11. Oil balancing sight Glass comp. 1 (Screw type)
12. Oil balancing sight Glass comp. 2 (Screw type)
13. Oil balancing sight Glass comp. 3 (Screw type)
14. Oil balancing sight Glass comp. 4 (Screw type)
15. Comp. oil level comp. 1, 2, 3 & 4
16. Chiller Level (Screw type)
17. Load / Unload Mechanism checked
18. Calibration of sensor
19. Verifying set point setting
20. Verifying all safety devices
21. Controls & electrical starter contacts
22. Compressor for overheating / liquid slugging
23. Flow switch operation
24. Compressor rotation after stopping (for reverse rotation)
25. Condition of liquid level indicator
26. Check busbar & cable for loose termination
27. Check electrical switchboard for sign of carbon deposits, pitting of contacts
28. Check switches, indication lamp
29. Check starter & interlocking

Air Handling Unit:

1. Air Handling Unit
2. Fan coil units
3. Clean air filters
4. Clean Blower wheels
5. Clean / Comb. AHU Fines
6. Clean condensate tray / flushing of drain pipe
7. Clean units
8. Check Electrical controls
9. Check Electrical Starters & clean contactors
10. Check Cable terminal for sign of overheating of cables
11. Check fan belt tension & alignment
12. Check fan sleeve & pulleys
13. Check & lubricate & greasing motor bearing & shaft bearing.

Cooling Tower:

1. Clean cooling tower sump. Basin
2. Check for excessive spray (water) loss

3. Run & check for undue vibration & noise
4. Clean / remove algae and other sludge from all surfaces
5. Check the cooling tower sump for leakage
6. Check if all the louvers are in position
7. Check for structure stability
8. Ensure the terminal box is dry
9. Check fan blades & their fasteners

Water Pumps (Chilled water & Condenser water):

1. Pumps chilled water
2. Pumps condenser water
3. Clean water pump
4. Clean strainer & flush drain pipe
5. Check & lubricate motor bearing & pump bearing
6. Check pump for sign to over heating
7. Check pump for excessive vibration & abnormal noise
8. Check pump for excessive water leakage, Tighten or replace gland packing (Mech. Seal)
9. Check suction & discharge pressure.

Refrigeration Readings:

1. Suction pressure in PSI
2. Discharge pressure in PSI
3. Target Cap in °F.
4. Full Load Cap. Comp in °F.

Electrical Readings:

1. Volts R/Y/B in V.
2. Voltage Unbalance in %.
3. Comp. Current 1 (R/Y/B) in Amp.
4. Comp. Current 2 (R/Y/B) in Amp.
5. Comp. Current 3 (R/Y/B) in Amp.
6. Comp. Current 4 (R/Y/B) in Amp.
7. Current Unbalance of Comp. 1,2,3,4 in %.
8. KW / FLKW Comp. No. 1 in KW
9. KW / FLKW Comp. No. 2 in KW
10. KW / FLKW Comp. No. 3 in KW
11. KW / FLKW Comp. No. 4 in KW

Water Readings:

1. CHW Ent. Temp. / Lvg. Temp. in °F.
2. CHW Ent. Pressure /Lvg. Pressure in PSI.
3. Cooling Tower Temp. Ent. / Lvg. in PSI.
4. Cond. Ent. Temp. in °F.
5. Cond. Lvg. Temp. in °F.

B. Breakdown Maintenance:

The agency has to attend all the breakdown maintenance as and when required for resuming the operation immediately at its own cost & Institute will not required to pay for this.

C. General Conditions:

1. The works of urgent nature should be attended immediately whether it is office hours or holidays for which no additional charges will be payable. If the agency fails to maintain or to carry out the repairs of any defect to the satisfaction of the office, then the office, in order to keep the A/C Plants running will undertake the works of getting it done through outside agency and cost incurred thereby will be deducted from the agency bill.
2. All Compressors should be maintained in optimum condition. The compressors will be checked for proper functioning and defective spares will be replaced if necessary. Consumables like oil will also be supplied by the agency as and when required.
3. Refrigerant gas will be provided as and when required for the system.
4. All such items should be original and no additional charges will be payable for these materials at any point of time.
5. The agency must ensure availability of the spares in their stock to handle any break-down without delay.
6. The agency shall make good all the losses occurred during servicing, overhauling, repairing and maintenance of plants.
7. It is essential that one technical person must be made available at IIM, Indore from 0900 hours to 1700 hours every day for effective co-ordination, fault analysis and trouble shooting.
8. The agency should submit weekly reports about work done under AMC to section head who in turn will consider them before certifying bills for payment.
9. The terms & conditions will be covered by CPWD manual and its amendment from time to time.
10. Institute at its discretion may extent the contract under same rate and terms & conditions for two successive years after which the extension may depends on the mutual agreement.
11. For better & in-effective monitoring agency has to install required no. of CCTV Camara which should cover the complete HVAC Plant & control should be given to the IIMI for any time access for the same.

D. Exclusions:

1. Every effort will be made by the Contractor in servicing condenser and chilled water pumps and if they go beyond repair due to ageing. They would be replaced by the IIM, Indore. However, the labour cost for replacement will be borne by the agency, under maintenance contract.
2. Works related to AHU sheet metal panels, base tray and thermal insulation - materials will be provided by IIM Indore, work to be carried out by the agency under AMC.
3. Works related to sheet metal panels, water piping, cooling tower uprights, fills, cooling tower PVC panels - materials will be supplied by IIM Indore and work will be done by the agency under AMC.

4. Works related to ducting, duct lining, false ceiling and masonry / steel structure works.
5. Replacement of valves in the cooling tower area, but effort should be made for servicing. The valves required for replacement will be supplied by the IIM, Indore and the work will be done by the agency under AMC.
6. Replacement of Micro Vee filters in AHU. If replacement is necessary, the Micro Vee filters will be supplied by the IIM, Indore and the work will be done by the agency under AMC.
7. Replacement of electrical cablings, incoming power supply switches.

2.0 Scope of work for Operation:

1. Starting and stopping of the system.
2. Routine operation of the system.
3. Taking all required readings regularly and maintaining the log book record.
4. All other routine inspections to ensure smooth running of the plants as well as those which are otherwise related, to satisfactory plant operations.
5. Check the water level in cooling Tower & Expansion Tank.
6. Taking of regular leak test with soap solution.
7. Isolate the system during breakdowns.
8. Weekly cleaning of AHU Filters, if required.
9. Checking of the heaters before starting of the plant.
10. Checking of the AHU valves / pumps for water leakages and tightening the gland packing if required.
11. Blow-down of the cooling towers, as required.
12. Operations of the chiller as per the load requirements and running philosophy.
13. Run time equalization of the installed units.

3.0 Special Conditions of Contract:

3.1 For Maintenance:

1. Details of schedule maintenance/break down shall be entered in the register/service slip & jointly signed by the agency's representative and IIM Indore representative and shall be carried out in the presence of IIM Indore representative.
2. The response time for any complaint calls shall not exceeds 06 hours. Beyond this penalty shall be imposed as per penalty clause.
3. Agency's mechanic/engineer shall reach to the site within 6 hour after lodging a complaint. Delay in reporting period shall be recorded and penalty shall be imposed at the rate of Rs. 100/- per hour after the prescribed 06 hours.
4. Agency will have to take necessary care and precaution to keep the chiller plant safe for use and in good working condition. Trained technical staff shall carry out maintenance work.
5. Being a agency who will be handed over the plant as is where is basis so before quoting agency should take a look of the plant & its components. The IIM Indore will take back the plant in the same condition which is there at the time of handover after completion of contract.
6. Any damage to IIM Indore property while carrying out periodical maintenance and attending complaints will be contractors' responsibility.

7. Agency shall not only attend the failure but also rectify the cause of failure after investigation.
8. Penalty imposed for late reporting, late replacement of defective parts and DN time of chiller plant shall be deducted from quarterly bill of the firm.
9. Payment: CMC bill shall be paid after every quarter. No advance payment will be paid.

3.2 For Operation:

1. Agency will have to deploy experienced and qualified operators. The qualification will be at par with the CPWD norms.
2. Three operators will be deployed from Monday to Sunday in 8 hours shift, the deployment of operators will be as per the institute's requirement / convenience, the timings of deployment may be changed anytime, which has to be followed and no extra payment will be made on this account.
3. Agency will have to follow all statutory provisions required for undertaking the job without any additional financial implications to IIMI.
4. The agency should adhere to the central labour laws/act applicable to the extent in case of deployment of manpower.
5. If any operator leaves the service, his substitute will be deployed at IIMI immediately. In case, if any operator is absent from his duties, the institute will not pay for it besides an amount of Rs 500/- will be deducted from the monthly bill per day per person till the time substitute is made available.
6. Agency have to furnish EPF deposition challan, ESIC deposition challan, monthly salary disbursement register, monthly attendance register & fortnightly labour report as per clause 19D of GCC along with the invoice for claiming payment.
7. Income tax and other applicable taxes shall be deducted at source as per rules.
8. All legal and other statutory responsibilities regarding securities of materials, labour, payments, accident, insurance and law suits during and after completion of work will be solely borne by the agency and IIM Indore shall not be responsible in any manner whatsoever.
9. If any damages are caused by the agency to the property of the IIM Indore, the same shall be recovered from the agency's bill / payments.
10. Dispute Resolution: All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Indore and decision of the Director Indian Institute of Management Indore shall be final and binding to all the parties.
11. The operators reporting daily for running the system will have to work the attendance at the gate office and maintenance office while entry & leaving the campus.

3.0 Term and Price:

1. The IIM Indore shall pay the Contractor the specified amount on quarterly basis after end of each quarter for the maintenance & operation work performed during that period on presentation of an approved invoice by the agency. No advance payment will be made in any case. Taxes & other applicable statutory deductions will be made from the bill.
2. The date of commencement of AMC shall be as per schedule mentioned under this contract regardless of the date of execution of this agreement.

4.0 Termination of Agreement:

1. Either party may terminate this Agreement by giving the other party not less than sixty (60) days written notice.
2. In line of un acceptable performance by the agency, reserves the right to IIM Indore terminate this Agreement at any time upon thirty (30) days written notice to the agency.

5.0 Contractor to comply with laws:

1. 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.
2. 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.

6.0 Warranty:

1. Agency warrants that the chiller plant maintenance services will be provided to the IIMI in accordance with the terms of this Contract and with prevailing industry standards for HVAC maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.
2. At the completion of the maintenance contract, the chiller plant should worked another six month without any interruption. If any interruption occurs the agency will be responsible for such interruption.

7.0 Availability of Authorized Representative:

1. The contractor shall ensure availability of his authorized representative at Indore to receive emergency calls and take remedial actions. The representative should attend the call immediately to ensure the restoration of the services promptly. Delay in reporting period shall be recorded and penalty shall be imposed at the rate of Rs. 100/- per hour after the prescribed 06 hours and the amount of penalty shall be recovered from the quarterly bills, security Deposit or any other sum due to the contractor.
2. Whatever the manpower has been indicated in the contract in no case absence of any manpower will be entertained. In case of any absentia of any manpower for any particular day or a period a deduction of double the minimum wages will be deducted from the bill for the respective category of man power.

8. MANPOWER ARRANGEMENT:

The tenderer if awarded the contract shall deploy the following manpower for operation and maintenance of plants:

a) Supervision:

The tenderer if awarded the contract, shall depute a Supervisor (Diploma holder in Mechanical/Refrigeration & AC having work experience of at least 5 years in the Air-conditioning/Refrigeration field) who will be responsible for day to day planning of operation/maintenance/material and spares arrangement during regular shift / office hours and he shall co-ordinate with the IIM Indore representative to seek clarifications and instructions related to the work contracted to the tenderer.

b) For operation of plants:

04 Nos. required as per the details mentioned below for operation of the plant:

- 2 Nos. of ITI / NCVT / Equivalent in Refrigeration & Air conditioning qualified skilled operators with at least 1 yrs. relevant experience in the similar work.
- 1 No. Semi-Skilled operators with at least 1 yrs. relevant experience in the similar capacity plants during regular shift / office hours.

For Reliever:

- 1 No. electrician having Diploma / ITI / NCVT in Electrical field with at least 2 yrs. relevant experience in the similar capacity plants during regular shift / office hours.

c) For maintenance of plant:

The operators for operation of the plants can be utilized for maintenance related activities if plants are not in the operations. But if winter shutdown maintenance / maintenance schedule / situation demands additional manpower, then successful tenderer shall deploy following additional manpower for maintenance of plants:

- (i) 1 No. of Service mechanic qualified ITI / NCVT / Equivalent (Refrigeration & Air conditioning) with at least 5 yrs. relevant experience in the similar work
- (ii) 2 nos. semi-skilled mechanic/ helpers with enough experience in similar work.
- (iii) 1 No. electricians having Diploma/ ITI / NCVT I in Electrical field with at least 3 yrs. relevant experience in the similar capacity plants

d) Supervision:

(i) On Regular Basis throughout the period of Contract

The tenderer if awarded the contract, shall identify a Senior Engineer / Senior Supervisor (having work experience in the similar field) who would regularly visit IIM Indore once in a month to inspect and supervise the work to be carried out under the contract. He shall liaise with the IIM Indore official to seek clarifications and instructions related to the work contracted to the tenderer.

(ii) As and when required:

The tenderer, if awarded the contract, shall have to deploy, if warranted, a team of experienced mechanic/s and helper/s within a reasonable time to attend to the problems and arrange to solve the same by carrying out necessary repairs and replacement if any, to our satisfaction as per the contract.

Besides, the persons identified by the contractor for the work at IIM Indore shall be made available during this period and as and when required by IIM Officials.

e) Dress code for Operators:

All contractors' personnel must have to wear a particular dress (Sky blue shirt with Navy blue pant) with safety shoes and ID-card. Without observing dress code and without safety shoes and ID-card, a contractor's person will not be allowed to enter in the IIM Indore premises in any circumstances.

f) Contractors' personnel police verification details:

The contractor must have to submit police verification of character of all personnel deputed at IIM Indore. The contractor also must submit an attested copy of any one of the Govt. issued ID card (Voter card/ Driving License/ Passport/ Pan card/equivalent).

g) The contractor has to submit a copy of the qualification certificate of the person deployed issued by recognized Institution. Originals to be produced for verification. If at any stage it is found that a non-qualified person has been deployed, penalty as prescribed for absenteeism will be imposed.

M. Formats for Different Forms/Certificates

Annexure-1

Undertaking having gone through the documents as per the Technical bid

Sub.: Tender for “Comprehensive Annual Operation & Maintenance Contract of HVAC Plant at IIM Indore.”

NIT No.:- IIMI/Estate/08/2019/08 File No.143

Dated: /...../2019

To,
The Chief Engineer,
Indian Institute of Management, Indore
Prabandh Shikhar, Rau-Pithampur Road,
Rau, Indore-453556

Dear Sir,

We have carefully examined the specifications, design and schedule of quantities relating to the work specified in the memorandum hereinafter set out and have visited and examined the installation site of 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, designs 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.

Memorandum

A.1.1	NIT No. : IIMI/Estate/08/2019/08 File No.143	
A.1.2	Name of Work	“Comprehensive Annual Operation & Maintenance Contract of HVAC Plant at IIM Indore.”
A.1.3	Plant Capacity	500TR (2X250TR Chilled water A/C Plants)
A.1.3	Estimated Cost Put to Tender	Rs. 18,38,409/- (Excl. GST)
A.1.4	Earnest Money Deposit (Rs.)	Rs. 36,768/- (Rs. Thirty Six Thousand Seven Hundred Sixty Eight Only) by e-payment through electronic mode (If exemption claimed, the bidder has to submit online respective document issued by Government of India)

A.1.5	Tender Processing Fee (Rs.)	Rs. 500/- by e-payment through electronic mode (Non-Refundable)
A.1.6	Completion period	Twelve (12) Calendar Months including monsoon period
A.1.7	Mode of submission of tender	On-Line mode only

2. We also agree that our tender will remain **valid for acceptance by the IIM Indore for 90 days** from the date of opening of technical bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the IIM Indore and us in writing. We also agree to keep the **Bank Guarantee towards earnest money** valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.

3. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.

4. We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

Dated this_day of_2019.

For and on behalf of M/s _____

(Signature with seal) _____
Name

Designation _____
Place _____

N.	FINANCIAL BID
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FINANCIAL BID

Name of Work: “Comprehensive Annual Operation & Maintenance Contract of HVAC Plant at IIM Indore.”

NIT No. : IIMI/Estate/08/2019/08 File No.143

The Financial Bid is available on the e- procurement website <https://eprocure.gov.in/eprocure/app>