



# भारतीय प्रबंध संस्थान इंदौर

## INDIAN INSTITUTE OF MANAGEMENT INDORE

प्रबंध शिखर, राउ-पीथमपुर रोड, इंदौर- ४५३५५६ (म.प्र.), भारत  
दूरभाष: ०७३१-२४३९ ६२०/४४७/६१९

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453556 (M.P.), India  
Ph. 0731-2439 620/619/877

**Tender Notice No.: IIMI/Estate/20/2019/20 File  
No.165**

**Name of Work:**

**“Comprehensive Annual Maintenance Contract for Split ACs, Window ACs & Ductable system installed in various locations at IIM Indore”**

*Certified that the NIT Document contains 37 pages*

# 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: June 19, 2019**

### NOTICE INVITING TENDER

**Ref: Tender Notice No. IIMI/Estate/20/2019/20 File No. 165**

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/20/2019/20 File No. 165	
A.1.2	Name of Work	“Comprehensive Annual Maintenance Contract for Split ACs, Window ACs & Ductable system installed in various locations at IIM Indore”.
A.1.3	Estimated Cost Put to Tender	<b>Rs. 6,03,600/-</b> (Rs. Six Lakhs Three Thousand Six Hundred Only)
A.1.4	Earnest Money Deposit (Rs.)	<b>Rs. 12,072/-</b> (Rs. Twelve Thousand Seventy Two Only) by e-payment through electronic mode
A.1.5	Tender Processing Fee (Rs.)	<b>Rs. 500/-</b> by e-payment through electronic mode (Non-Refundable)
A.1.6	Contract period	<b>Twelve (12)</b> Calendar Months including monsoon period
A.1.7	Mode of submission of Tender	<b>On-Line mode only</b>

## A.2 Key Events and Dates

A.2.1	Publishing Date	June 19, 2019
A.2.2	Pre-Bid Meeting	04:00 PM on <b>July 02, 2019</b> 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 <b>10:00 AM on July 10, 2019</b>
A.2.4	Date & Time of online opening of technical bid	<b>10:30 AM on July 11, 2019</b>
A.2.5	Date and Time of opening of financial bid of qualified bidders	<b>Will be notified at a later date</b>

## A.3 Other Important Information Related to Bid

A.3.1	Performance Guarantee	5% of tendered value on acceptance of bid and will be returned 1 month after completion
A.3.2	Mode of payment of Tender Processing Fee and EMD	<p><b>Bidders will have to deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:</b></p> <p>Name of beneficiary : Indian Institute of Management Indore  Address : Rau-Pithampur Road, Indore-453556, M.P.  <b>Account No. :53018623445</b></p> <p>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 &amp; EMD during the submission of tender and the same will be accepted only on verification &amp; 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](http://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 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.6 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.7 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.8 *The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of technical 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.9 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.10 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.11 TAXES: -

- i) This works comes under Works 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 paid extra.
- iii) Income Tax and cess as applicable shall be deducted from each bill paid to the contractor.
- iv) Contractor should be registered under EPF and as per law, shall pay EPF of contract workers to concerned Department from time to time.
- v) 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.12 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/ 07312439619 or send a mail over to [cppnic@nic.in](mailto:cppnic@nic.in)

C.13 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.14 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.15 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.16 Tenders and supporting documents should be uploaded through e-Procurement. Hard copy of the tender documents will not be accepted.
- C.17 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.18 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.19 The party whose tender has been accepted has to execute an agreement on non-judicial stamp paper immediately after work order is issued.
- C.20 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.
- C.21 If called for, originals of the document submitted shall be produced.
- C.22 General condition of contract (GCC) of CPWD will be applicable to the extent relevant to the job.
- C.23 Deviation limit beyond which clauses 12.2 & 12.3 of GCC shall apply for the AMC services: 50 %.
- C.24 Any dispute is subject to the jurisdiction of Civil Court Indore.
- C.25 This work covers “Comprehensive Annual Maintenance Contract for Split ACs, Window ACs & Ductable system installed in various locations at IIM Indore”.
- C.26 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.27 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.28 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.29 The Tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering.
- C.30 No T&P shall be issued by the IIM Indore and nothing extra shall be paid on account of this.
- C.31 The Tenderer will have to fill up their rates only in the price bid in BoQ format inclusive of Taxes, packing & transportation charges or any other charges of the materials. Tenders in which the price bids are given in any other format are liable to be rejected.
- C.32 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.33 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.
- C.34 The payment shall be on item rate basis and on the actual quantity executed under AMC Services.
- C.35 No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.
- C.36 Terms of Payment:

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

- The payment will be made quarterly only 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.

C.37 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.

**C.38 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.39 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.

**C.40 Mobilization advance:** No mobilization advance shall be paid for this work.

## D. Bidder Qualification Criteria

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

1. **Work Experience:** The bidders having experience of successfully completed AMC services 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 work of value not less than Rs. 4,82,880/-,  
OR*

*Two similar works, each of value not less than Rs. 3,62,160/-,  
OR*

*Three similar works, each of value not less than Rs. 2,41,440/-,  
all amounts rounded off to a convenient full figure.*

**Note:** Similar work shall mean: Annual maintenance Contract of Split ACs/Window ACs.

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)
  - 3.1 Copy of Certification of Incorporation/ Registration of firm
  - 3.2 IT returns for the FY 15-16,16-17,17-18
  - 3.3 PAN (Permanent Account Number)
  - 3.4 GST (Goods & Service Tax) Registration Certificate
  - 3.5 E-payment details towards cost of tender processing fee & EMD.

## **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
- ii) Certification of Registration of firm / company
- iii) Copy of certificate from chartered accountant for Annual Financial Turnover for the FY 15-16, 16-17, 17-18.
- iv) IT returns for the FY 15-16, 16-17, 17-18.
- v) PAN (Permanent Account Number)
- vi) GST (Goods & Services Tax) Registration Certificate
- vii) Bank Account Detail.
- viii) EPF & ESIC registration certificates
- ix) E-payment details towards cost of tender processing fee & EMD
- x) Undertaking having gone through the documents as per the Annexure-1.
- xi) Any other document that bidder felt necessary in support of his candidature.
- xii) 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..... (Rupees .....only)

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 to .....unless 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 the .....day of .....for..... (indicate the name of the Bank).

**I. Integrity Pact**

**INTEGRITY PACT**

To,

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

Sub: NIT No. **IIMI/Estate/20/2019/20 File No. 165 for** the work of  
“Comprehensive Annual Maintenance Contract for Split ACs, Window ACs &  
Ductable system installed in various locations 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/20/2019/20 File No. 165** for the work of  
“Comprehensive Annual Maintenance Contract for Split ACs, Window ACs &  
Ductable system installed in various locations 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 this..... day 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  
**IIMI/Estate/20/2019/20 File No. 165**  
(Hereinafter referred to as “Tender/Bid”) and intends to award, under laid  
down organizational procedure, contract for “Comprehensive Annual  
Maintenance Contract for Split ACs, Window ACs & Ductable system installed in  
various locations 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

### 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 "NIT No. IIMI/Estate/20/2019/20, File No. 165 for the work of **"Comprehensive Annual Maintenance Contract for Split ACs, Window ACs & Ductable system installed in various locations 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 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 strictly in accordance with the specifications, scope of work 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 executed quantity, 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 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 & scope of work as specified unless ordered specifically by written instructions of competent authority of 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. 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.

## L. Scope of Work

### List of Air Conditioners

This contract is meant for Comprehensive maintenance of split, window & Ductable air-conditioners installed in the campus of Indian Institute of Management, Indore. The installations are as given below:

- A). For comprehensive maintenance of Split Air Conditioners (including replacement of spare parts):

Sl. No.	Particulars	Qty.
1.	1.0 Ton Split AC, Make-LG	36 Nos.
2.	1.5 Ton split AC, Make-Voltas, Carrier	06 Nos.
3.	2.0 Ton split AC, Make-Voltas, Blue Star, LG	69 Nos.

- B). For comprehensive maintenance of Window Air Conditioners (including replacement of spare parts):

Sl. No.	Particulars	Qty.
1.	1.5 Ton Window AC, Make-Voltas	58 Nos.
2.	2.0 Ton Window AC, Make-Voltas, Carrier, Lloyd	15 Nos.

- C). For comprehensive maintenance of Ductable Air Conditioners (including replacement of spare parts):

Sl. No.	Particulars	Qty.
1.	5.5 Ton Ductable Unit, Make-Blue Star	01 No.
2.	7.5 Ton Ductable Unit, Make-Voltas	03 Nos.

## **Scope of Work:**

### **1.0 Introduction:**

The Indian Institute of Management (IIM) Indore is an autonomous institution established by the Ministry of Human Resource Development, Government of India.

This tender calls for Comprehensive Maintenance of Split / Window / Ductable air conditioners at the campus of IIM Indore. The complete detail of which is as given below.

### **2.0 Scope of Comprehensive Maintenance Contract Services:**

Scope of comprehensive maintenance services shall include providing routine maintenance services pertaining to complaints as and when they occur in Split / Window / Ductable Air conditioners and preventive maintenance services. Services shall include providing all man power, labour, tools and plants and replacement of defective spare parts including consumables. The rates quoted shall also include all taxes and duties as applicable and cost of transportation of freight, insurances etc.

#### **2.1 Routine Maintenance Services: (Quarterly)**

Routine maintenance services shall include at least the following services:

- a) Cleaning / Replacement of filter.
- b) Checking operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control etc.
- c) Checking air flow through the supply air grill, return air grill, condenser.
- d) Checking operation of the voltage stabilizer and back up electrical power outlet/ MCB.
- e) Checking operation of the drive motors and fans.
- f) Checking air temperature at the following location (Dry Bulb & Wet Bulb Temp.):
  - i. Supply air grill
  - ii. Return air grill
  - iii. Inlet air
  - iv. Outlet air
- g) Checking Firmness of the Supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc
- h) Replacement of any component of air conditioners found defective after the above checks and tests.
- i) Charging of Refrigerant Gas during the period of Contract if need arises.
- j) Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high-pressure jet of water.
- k) Greasing of blower motors and all moving parts.
- l) Checking of refrigerant piping with insulation between Indoor & outdoor units, repairing / replacing the same if found defective.

#### **2.3 One Call Services:**

- 2.3.1 On call services shall include attending to any complaint any time of the year on receipt of verbal/written complaint from officials / authorities of IIM, Indore.

2.3.2 Even if no call is made by the Engineer in charge / IIM officials, the contractor is required to undertake preventive maintenance by checking all the Air Conditioners regularly and confirm that the systems are in the best of the working conditions.

2.3.3 The down time for attending to and rectification of defects/complaint shall not exceed 12 hours. If the defects are not rectified within 12 hours Rs. 500/- shall be recovered from the agency for every 12 hours and for friction of 12 hours.

### **3.0 Terms and Conditions:**

3.1 The service provider shall maintain stock of at least following spare parts in the IIM site and also some spare parts at his nearest service centre.

- a) One set of blower motor each of 1.0, 1.5 TR & 2.0 TR capacities.
- b) Two sets of air conditioner controls, such as thermostats, condensing coil, selector switch, relay, capacitors etc. for 1.0, 1.5 TR & 2.0 TR capacities.
- c) Gas filling equipments with gas cylinder.
- d) All other necessary materials including tools & plants.

3.2 The spare parts shall remain under custody of the service provider. The service provider shall ensure that spare parts consumed shall be replaced promptly within 12 hours.

3.3 The service provider shall ensure that in case of compressor it shall be replaced with a new compressor of same model with at least one year replacement warranty. Repairing of burn out compressor shall not be allowed.

3.4 The spare parts used for replacement shall be of same make/ quality as installed in new air conditioner with warranty or guarantee of one year period.

3.5 The service provider shall maintain services log book /file containing maintenance report duly countersigned by Engineer of IIM, Indore.

3.6 Bidders are advised to visit the installation before quoting the price in the attached BOQ.

3.7 The quoted price shall be inclusive of all the expenses on account of octroi, transportation, handling insurance etc. as applicable.

3.8 At the end of the period, the service provider shall demonstrate satisfactory testing and operation of all the air conditioners.

3.9 All the dismantle materials received during the maintenance period shall be the property of contractor.

### **4.0 Taking Over Air Conditioners for Maintenance Contract Services:**

4.1 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.

## **M. 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 / AC 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. Required additional strength of AC Mechanic / Wireman / Helper/ Plumber/ Welder to be employed at site by the contractor as and when required for servicing & rectification of fault etc. No extra payment will be made for the same, and no claim shall be entertained by IIM Indore for the same.
8. 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.

9. Contractor must take all sorts of measures to rectify the day to day faults and complaints immediately. Major faults must be rectified within 12 hours of occurrence & system must be made operative failing which a fine of Rs.500/-shall be levied on contractor for delay of every 12 Hours and fraction hours after every 12 hours.
10. Contractor will have to take necessary care and precaution to keep the Air conditioning system safe for use and in good working condition. Trained technical staff shall carry out maintenance work.
11. 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.
12. Relevant IS codes/IE rules and maintenance manual with upto date amendments be procured and kept at site by the contractor.

**A. 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.

**B. WARRANTY:**

- Contractor warrants that the Air conditioning system maintenance services will be provided to the IIM in accordance with the terms of this Contract. 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.



### **C. TERMINATION OF AGREEMENT:**

- Either party may terminate this Agreement at the end of the ONE (01) year term or subsequent term by giving the other party not less than sixty (60) days written notice.
- 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.

## N. Formats for Different Forms/Certificates

Annexure-1

### Undertaking having gone through the documents as per the Technical bid

**Sub.:** “Comprehensive Annual Maintenance Contract for Split ACs, Window ACs & Ductable system installed in various locations at IIM Indore.”

**NIT No.:-** IIMI/Estate/20/2019/20 File No. 165

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/20/2019/20 File No. 165	
A.1.2	Name of Work	“Comprehensive Annual Maintenance Contract for Split ACs, Window ACs & Ductable system installed in various locations at IIM Indore.”
A.1.3	Estimated Cost Put to Tender	<b>Rs. 6,03,600/-</b> (Rs. Six Lakhs Three Thousand Six Hundred Only)
A.1.4	Earnest Money Deposit (Rs.)	<b>Rs. 12,072/-</b> (Rs. Twelve Thousand Seventy Two Only) by e-payment through electronic mode
A.1.5	Tender Processing Fee (Rs.)	<b>Rs. 500/-</b> by e-payment through electronic mode (Non-Refundable)
A.1.6	Contract period	<b>Twelve (12)</b> Calendar Months including monsoon period
A.1.7	Mode of submission of Tender	<b>On-Line mode only</b>

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

O.	FINANCIAL BID
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FINANCIAL BID

Name of Work: “Comprehensive Annual maintenance Contract for Split ACs, Window ACs & Ductable system installed in various locations at IIM Indore.”

NIT No. : IIMI/Estate/20/2019/20 File No. 165

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