

# 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/26/2019/26 File No.192

Name of Work:

"Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed at IIM Indore"

Certified that the NIT Document contains 48 pages serially numbered from 1 to 48

#### 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: September 16, 2019

#### **NOTICE INVITING E-TENDER**

#### Ref: E-Tender Notice No. IIMI/Estate/26/2019/26 File No.192

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/26/2019	/26 File No.192
A.1.2	Name of Work	"Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed at IIM Indore"
Δ.1.3	Estimated Cost Put to Tender )	<b>Rs. 14,89,332</b> /- (Rs. Fourteen lakhs Eighty Nine Thousand Three hundred Thirty two Only) (Excl. GST)
A.1.4	Earnest Money Deposit (Rs.)	<b>Rs. 29,787</b> /- (Rs. Twenty Nine Thousand Seven Hundred Eighty Seven 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	AMC Period	One Year
A.1.7	Mode of submission of Tender	On-Line mode only

# A.2 Key Events and Dates

A.2.1	Publishing Date	September 16, 2019
A.2.2	Pre-Bid Meeting	04:00 PM on <b>September 23, 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	Up to <b>11:00 AM</b> on <b>September 27, 2019</b> .
A.2.4	Date & Time of online opening of technical bid	11:30 AM on September 28, 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	Bidders will have to 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 					
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 <u>http://www.iimidr.ac.in/tenders/</u>. Schedule of quantities (Financial bid form) can be downloaded only from <u>https://eprocure.gov.in/eprocure/app.</u> 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 <u>https://eprocure.gov.in/eprocure/app.</u>
- **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 will, 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> 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 <u>www.eprocure.gov.in</u> 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 <u>https://eprocure.gov.in/eprocure/app</u> 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 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 TAXES: -

- i) This is Annual Maintenance Contract. The taxes as applicable shall be deducted from each bill paid to the contractor.
- ii) Item rate should be without GST, GST shall be paid extra.
- iii) The contractor should also get registered under any other tax as applicable as per the extent order on the subject work and same shall be paid by the contractor to concerned department and the same should be considered in his quoted rates.
- iv) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
- v) Contractor should be registered under EPF and as per law, shall pay EPF of contract workers to concerned Department from time to time.
- vi) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.
  - 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/ 073124394868 or send a mail over to <a href="mailto:cpppnic@nic.in">cpppnic@nic.in</a>
- 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** Tenders and supporting documents should be uploaded through eProcurement. Hard copy of the tender documents will not be accepted.
- **C.15** 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.16** 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.17** The party whose tender has been accepted has to execute an agreement on nonjudicial stamp paper immediately after work order is issued.
- **C.18** 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.19** If called for, originals of the document submitted shall be produced.
- C.20 Maintenance manual of CPWD will be applicable to the extent relevant to the job.
- **C.21** Any dispute is subject to the jurisdiction of Civil Court Indore.
- **C.22** This work covers "Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed at IIM Indore"
- **C.23** 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.24** 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.25** The Tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering.
- **C.26** No T&P shall be issued by the IIM Indore and nothing extra shall be paid on account of this.
- **C.27** 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 and recording of the completion certificate as above.

- **C.28 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.29 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.30 Mobilization advance: No mobilization advance shall be paid for this work.

# **D.** Bidder Qualification Criteria

# <u>Contractors who fulfil the following requirements shall ONLY be</u> <u>qualified for financial bid opening:</u>

1. **Performance / Work Experience:** The bidders having experience of successfully completed services of Audio-Visual equipment 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 **11,91,466**/-,

OR

Two similar completed works, costing not less than the amount equal to 8,93,599/-,

OR

Three similar completed works costing not less than the amount equal to 5,95,733/-

**Similar work shall mean:** SITC **OR** Operation **OR** Annual Maintenance of Audio-Visual Equipment.

- 2. Annual Financial Turnover: Should have had average annual financial turnover at least 50% 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 AY 16-17,17-18 & 18-19
  - **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: Preferably Work Orders along with Completion Certificates issued by any officer of the Department.
- ii) Certification of Registration of firm / company
- iii) CA certificate for Annual Financial Turnover for FY 15-16, 16-17 & FY 17-18.
- iv) IT returns for the AY 16-17, 17-18, 18-19.
- 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) Aadhar card copy of the authorized officer of the company/firm who will be signing agreement etc.
- xi) Undertaking having gone through the documents as per the Annexure-1.
- xii) Any other document that bidder felt necessary in support of his candidature.
- xiii) 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

.....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.

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.

# I. Integrity Pact

#### **INTEGRITY PACT**

10,		
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•••••	••••••	
•••••	•••••	

Sub: NIT No. IIMI/Estate/26/2019/26 File No.192 for the work of "Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed 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/26/2019/26 File No. 192 for the work of "Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed 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 is 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

(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/26/2019/26 File No. 192 (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed 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:

NIT for "Comprehensive Annual Maintenance Contract for UPS at IIM Indore."

(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.

NIT for "Comprehensive Annual Maintenance Contract for UPS at IIM Indore."

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(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 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 intensions.

(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)

# 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	contract	of
				at l	IM Ind	ore.			-	

The Contracts are to be executed as per the scope of contract, technical specifications, drawings etc. as is mentioned in the tender document.

The Contractor has agreed to execute the said contracts subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and other arrangements for contractors, Specifications, Preambles and Schedule of Quantities and erection & furnishing schedule (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of contract 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 contract shown upon the said Drawings strictly in accordance with the specifications and Schedule of Quantities.

2. The said tender conditions, scope of contract and the annexure 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 an Annual Maintenance 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 contracts mentioned above but all subsidiary contracts 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 contract may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.

6. The IIM INDORE reserves to themselves the right of altering the drawings and the nature of the contract by adding to or omitting from the scope of contract any item of contract 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 contract immediately from the date of contract order and shall complete the entire contract within the specified period.

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 authorized representative 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.

# Signature: Name:

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

Designation

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s.\_\_\_\_\_

(1) Signature:

Name:

Address:

Name:

(2) Signature:

Address:

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(2) Signature:

Name:

Address:

# K. Terms & Conditions

#### 1.0 <u>Terms & conditions:-</u>

#### General:

- 1. The contract is initially for a period of one year. The contract will be reviewed yearly, and may be extended for a period of maximum of three years. The requirement of actual manpower may vary according to the need and may be reviewed/ reduced/enhanced as and when required.
- 2. The contract may be terminated before the expiry of the contract period owing to deficiency in service or substandard quality of the service provided by the selected Company / Firm /Agency. Further, IIMI reserves the right to terminate contract at any time by giving one month (30 days) notice to the successful bidder.
- 3. The bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of IIMI.
- 4. The bidder will be bound by the details furnished by him / her to IIMI, while submitting the bid. In case, any of such documents furnished by the firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm liable for legal action besides termination of contract.
- 5. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed to IIMI, before the commencement of work:
  - (i) List of Manpower short listed by agency for deployment at IIMI, containing full details i.e. Name, date of birth, Aadhar Card, address proof etc.
  - (ii) Certificate of verification of antecedents of persons by local police authority.
  - (iii) Education/professional certificates.
- 6. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including, making good the financial loss, their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

- 7. The selected agency shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information such as name, date of birth, age, Aadhar card and identification mark etc. attested by the Security officer of the institute.
- 8. The selected agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
- 9. The selected agency shall ensure the proper conduct of his personnel in institute/office premises, and enforce the prohibition of consumption of alcoholic drinks/ smoking. Etc.,
- 10. The selected agency shall immediately provide replacement and ensure that as for as possible no designated post is left vacant in any shift. In case the agency fails to provide replacement within two working days. The pro-rata salary / wages to be recovered from monthly bills based on hour/day if absence.
- 11. IIMI is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the institute.
- 12. Payment shall be made only to the contractor and on a monthly basis as per actual services. The contractor has to submit invoices/bills monthly for the services rendered during the preceding month along with ESI/PF Challans etc., pertaining to that month.
- 13. IIMI reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The Director, IIMI is the final authority for settling any disputes and the decision of the Director in this regard shall be final and binding on all.
- 14. The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person should be avoided and no shift should remain unmanned. Odd duties/shifts may be required according to the exigencies, which are to be provided by the agency.
- 15. Items of tool kit, soldering iron, torches, bag, uniforms including rain coats, jerseys etc. for efficient conduct of duty by the agency personnel shall be provided by the agency and shall be in good working condition.

- 16. If the agency fails to provide services to the satisfaction of the institute, the same will be communicated to the agency in writing. If three such notices are issued to the agency, the contract will be terminated and the agency shall forfeit the performance Security.
- 17. The technician deployed by the agency shall ensure that the institute properties are protected from damage. After necessary investigations, if proved that the agency/their personnel are responsible for the damage, the agency is liable and will be penalized to the extent of the value of the loss and additional charges for each incident as decided by the competent authority.
- 18. The agency shall not involve in any bribery or other unethical activities with anyone employed in the institute. The involvement in any such activity shall entail in the termination of the contract.
- 19. All major faults and problems shall be reported to the Engineer-In-charge immediately of occurrence. After inspection by Engineer-In-charge, procedures for rectification shall be got approved by the agency.
- 20. Any damage or loss due to failure to carry out prescheduled maintenance work shall be at the risk and cost of the agency.
- 21. The necessary salary and other allowances due to the employees of the contractor shall be paid by him and shall strictly comply with all rules and regulations of statutory bodies and other labour laws. All employees engaged by the contractor shall be comprehensively insured for accidents and injuries.
- 22. The payments to the successful contractors are subject to all statutory deductions as are applicable at the time of payment.
- 23. In the event of contractor showing lack of attendance / negligence to work or underperformance in the opinion of Engineer-In-charge. Then the contract may be terminated at any stage without prejudice to the right of action under any other relevant clauses of the contract.
- 24. The contractor shall follow all security rules framed by Security Department, IIMI. From time to time regarding the removal of material from the site, the issue of identity cards, control of entry of persons and other similar matters.

- 25. Cost of damages caused due to bad workmanship shall be recovered from the contractor. Penalty if any, for the Utility for any reason shall be borne by the agency.
- 26. The knowledge/Information about reporting of manpower on a daily basis shall be responsible of contractor himself, the information regarding manpower absences shall be communicated to the IIMI.
- 27. The proof of remittance of statutory deductions of PF, ESI to the appropriate agency, for those employed at IIMI, must be provided by the selected agency to IIMI monthly with the claim bill, failing which the claim bill shall not be settled.

### 1. GROUND FLOOR STRAIGT CLASSROOM (D&E Block)

SR.			
NO.	Equipment Name	Model No.	Total
1	Extron Processor IPL -250	IPL - 250	4
2	Extron Touch panel	TPL-710TV Black	4
3	Crown	XLS-1000	4
4	BSS - BLUE	BLU-101-EU	4
5	BSS - BLUE	BLU-101-EU	4
6	BSS - BLUE	BLU-101-EU	4
7	BSS - BLUE	BIB-EU	4
8	Extron MVX Series	MVX-44 VGA-A	4
9	Polycom	HDX-8000	4
10	Milstone CAT-5 Receiver	VAR-101	4
11	Milstone CAT-5 Receiver	VAR-101	4
12	Milstone CAT-5 Transmitter	VAT-104	4
13	AKG- SR-45	SR-45	4
14	NETGEAR	N300	4
15	WOW VISON	PRO Veos	4
16	D-Link	DES1008A	4
18	Projector - Panasonic/Banq	PT-VW430/MH741	5
17	DOCUMENT CAMERA	MO-1	4
19	SONY VC CAMERA 01	EVI-D70P/5	4
20	SONY VC CAMERA 02	EVI-D70P/5	4
21	POP-UP BOX	CUSTEM	4
22	MICROPHOHE	PCC 170SWO	152
23	PROJECTION SCREEN	DALITE - 156"	4
24	SPEAKERS - JBL	CONTROL-25AV	16
	PROJECTOR MOUNTING		
25	KIT	CUSTEM	4
26	Millstone Relay controller	ML-4RLC	4
27	DISTRIBUTOR	MILESTONE-VAT 104 -1-	4
28	RECIVER	MILESTONE	4
29	VGA AUDIO	MILESTONE ML202	4

L.

### 2. I ST & II ND FLOOR CLASSROOM (D&E Block)

SR. No.	EQUIPMENT	MAKE	MODLE NO.	Total
1	TOUCH PANEL	EXTRON	TP710TV	8
2	CONTRO PROCESSOR	EXTRON	IPL250	8
3	ROUTER	NETGEAR	N300	8
4	Network Switch	D-Link	DES1008A	8
	VGA over CAT5			
5	Transmetor	MILESTONE	VAT101	8
	VGA Over CAT5A			
6	Receiver	MILESTONE	VAR101	16
	MILESTONE			
7	MULTIMEDIA SWITCHER	MILESTONE	ML402	8
8	Presntation switcher	WOW	PROVEOS	8
	DSP Input Expander			
9	Unit	BSS-BLUE	BIB-EU	8
10	DSP Mixer	BSS-BLUE	BLU-101 EU	8
11	DSP Mixer	BSS-BLUE	BLU-101 EU	8
12	DSP Mixer	BSS-BLUE	BLU-101 EU	8
13	AMPLIFIER	CROWN	CROWN XLS1000	8
14	VGA Splitter	MILESTONE	ML102 VGA	8
15	Document Camera	ELMO	MO-1	8
	UHF LAVALIER			
16	WIRELESS MIC	AKG	wms series SR-45	8
17	Boundary Microphone	AKG	PCC 170SW	288
18	Wall Mount Speakers	JBL	Control 25 AV	32
19	Projector	Panasonic/BanQ	PT-VW430	8
20	Projector Mounting Kit	Custom	Custom	8
21	Relay Controler	MILESTONE	ML4-RLC	8
	Motorized Projection			
22	Screen 156"	Dalite	Cosmopolitan	8
23	18U Equipment Rack	BESNET	BESNET	8
24	Table mount Pop-up Box	Custom	Custom	8

# 3. Old Classroom Equipment list

Sr. No.	location	Project or				Amplifi er			Mixer	Speaker s	
		Make	QT Y.	Mike	Q T Y.	Make	Model No.	QTY.	Make	Make/Mo del	QTY.
1	I-103	Banq	1	ahuja	1	Ahuja	UCR-60	1	NA	Ahuja	4
2	I-101	Casio	1	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
3	H-101	Banq	1	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
4	H-103	Banq	1	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
5	G-101	Banq	1	shure	1	Ahuja	SSB-60M	1	NA	Ahuja	4
6	G-103	Banq	1	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
7	I-203	Banq	1	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
8	I-201	Banq	1	NX Audio	1	Ahuja	UCR-60	1	NA	Ahuja	4
9	I-202	Banq	1	NX Audio	1	NA		1	NA		
10	I-204	Banq	1	NX Audio	1	NA		1	NA	Creative Home Theatre	
11	G-203	Banq	1	NX Audio	1	Ahuja	UCR-60	1		Ahuja	4
12	G-201	Banq	1	NX Audio	1	Ahuja	UCR-60	1	NA	Ahuja	
13	H-201	Viewsoni c	2	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
14	H-203	Banq	2	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
15	H-204	Banq	1	NX Audio	1	NA		1		Creative Home Theatre	2
16	I-203	Epson	1	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
17	I-201	Casio	1	shure	1	Ahuja	UCR-60	1	NA	Ahuja	4
18	F-101	ΟΡΤΟΜΑ	2	shure	1	QSC	RMX 1450	1	Behrin ger	POLK - ATRIUM- 65	8
19	F-103	Epson	2	shure	1	QSC	RMX 1450	1	Behrin ger	POLK - ATRIUM- 65	8
20	F-201	BanQ	2	shure	1	QSC	RMX 1450	1	Behrin ger	POLK - ATRIUM- 65	8
21	F-203	BanQ	2	shure	1	QSC	RMX 1450	1	Behrin ger	POLK - ATRIUM- 65	8
22	ER-01	OPTOMA	1	shure	1	Ahuja	UCR-60	1		Ahuja	4
24	SRC- F	Epson	1	shure	1	Crown	1000	1	Polyco m		8
37	Electrical store	NA	NA	shure	1	AHUJA	SSB-120	1	NA	Ahuja- SRX- 120DX / IIMI/EQ/S ND/89,90 , 100 Watt	2

38	Electrical store	NA	NA	shure	1	AHUJA	SSA- 350	1	NA	Ahuja SPX-350 ,300Watt	2
39	IPM Office	NA	NA	shure	1	AHUJA	SSA- 350	1	NA	Ahuja SPX-350 ,300Watt	2
40	Board room	Banq	1	shure	1	AHUJA	UCR-60	1	NA	Ahuja SCM-15 T	3

# 4. ER- 1 GROUND FLOOR CLASSROOM NO. 1

SR.					
NO.	EQUIPMENT	MAKE	MODLE NO.	SERIAL NO.	Quantity
1	AMPLIFIER	BOSCH	PLN-2AIO180-IN	1170200759	1
	HDMI Distribution Amplifier	Kramer			
2	Switcher	Nidillei			1
3	VGA Distribution Amplifier Switcher	Kramer	VP-41	8160682800006	1
4	UHF Handheld WIRELESS MIC	Shure	S24/SM58		1
5	UHF LAVALIER WIRELESS MIC	Shure	PGX14/CVL		2
6	Wall Mount Speakers	BOSCH			6
7	Projector 1	Sony	VPL-EW575	5000801	1
8	Projector 2	Sony	VPL-EW576	5000794	1
9	Projector Mounting Kit	Custom	Custom	NA	2
10	12U Equipment Rack	Economic	NA	NA	1
11	Battery stand	Custom	Custom	NA	1
12	Ceiling Loud speaker	BOSCH			6
			D-Link Dir-600M		
13	ROUTER	D-Link	N150		1
14	Network Switch	D-Link			1
15	Relay Controler	MILESTONE			1
16	DSP Mixer	BSS-BLUE	BLU-102 EU	93066408	1
			Extron TLP Pro		
19	TOUCH PANEL	EXTRON	520M		1
			Extron-IPCP-		
20	CONTRO PROCESSOR	EXTRON	PRO-250		1
21	Projection Screen	Dalite	Cosmopolitan	NA	2

#### 5. ER-2 1ST FLOOR CLASSROOM NO. 2

SR. NO.	EQUIPMENT	MAKE	MODLE NO.	SERIAL NO.	Quantity
1	AMPLIFIER	BOSCH	PLN- 2AIO180-IN	1170200759	1
2	HDMI Distribution Amplifier Switcher	kramer			1
3	VGA Distribution Amplifier Switcher	kramer	VP-41	8160682800006	1
4	UHF Handheld WIRELESS MIC	Shure	S24/SM58		2
5	UHF LAVALIER WIRELESS MIC	Shure	PGX14/CVL		2
6	Wall Mount Speakers	BOSCH			6
7	Projector 1	Sony	VPL-EW575	5000801	1
8	Projector 2	Sony	VPL-EW576	5000794	1
9	Projector Mounting Kit	Custom	Custom	NA	2
10	12U Equipment Rack	Economic	NA	NA	1
11	HDMI Mouldd Cable 15 Mtr				3
12	VGA Mouldd Cable 15 Mtr				3
13	EP Cable				1
14	Ceiling Loud speaker	BOSCH			6

#### ER-2 1ST FLOOR CLASSROOM NO. 3

SR. NO.	EQUIPMENT	MAKE	MODLE NO.	SERIAL NO.	Quantity
1	AMPLIFIER	BOSCH	PLN- 2AIO180-IN	1170200759	1
2	HDMI Distribution Amplifier Switcher	kramer			1
3	VGA Distribution Amplifier Switcher	kramer	VP-41	8160682800006	1
4	UHF Handheld WIRELESS MIC	Shure	S24/SM58		2
5	UHF LAVALIER WIRELESS MIC	Shure	PGX14/CVL		2
6	Wall Mount Speakers	BOSCH			6
7	Projector 1	Sony	VPL-EW575	5000801	1
8	Projector 2	Sony	VPL-EW576	5000794	1
9	Projector Mounting Kit	Custom	Custom	NA	2
10	12U Equipment Rack	Economic	NA	NA	1
11	Mouldd HDMI Cable 15 Mtr				3
12	VGA Mouldd Cable 15 Mtr				3
13	EP Cable				1
14	Ceiling Loud speaker	BOSCH			6

#### 7. A.V. System of Old Auditorium:-

Sr/No.	Name of Item	Name of company/Model no.	Qty.
1	Projector	BanQ	1
2	Mike cordless Hand	Shure PG X	1
3	Mike Cordless L	Shure PG X	1
4	Podium mike	Shure	2
5	Boom stand	BMS 101	4
6	Mike cable XLR-XLR		20
7	Dimmer (stage light)	12 ch.48 KW.	2
8	Speaker	Yahma	8
9	Amplifier	Yahma	6
10	Drive Rack (Digital Equilizer)	DVX 260	1
11	Mixer	Sound Craft	1
12	CD Player	TASCAM CDA 500	1
13	Lighting Mixer for stage	MaXim LSC 24/48 Sr/No 36760	1
14	Mike port for stage	XLR	6

#### 8. A.V. System of Auditorium-2

Sr/No.	Name of Item	Name of company/Model no.	Qty.
1	Monitor speaker	JBL SRX 700	2
	Sr/No P0409-25979,988		
2	Mike	Shure SM 58	4
3	Mike	Shure SM 57	4
4	Mike cordless Hand	Shure PG X	1
5	Mike Cordless L	Shure PG X	1
6	Podium mike	AKG 99H/L	2
7	Boom stand	BMS 101	4
8	DGN stand		6
9	DGT stand		6
10	Mike cable XLR-XLR		20
11	Dimmer (stage light)	12 ch.48 KW.	2
12	Speaker	JBL 932LA(To be checked)	6
13	Speaker Bass	JBL SRX 728 S	2
	Amplifier	VAL Audo X5000	
14	Ampliner	Sr /no.10112560,561,562,570,567	5
15	Drive Rack (Digital Equilizer)	DVX 260	1
16	Mixer	Sound Craft 32 Ch LX7ii	1
17	CD Player	TASCAM CDA 500	1
18	Rack house Amp.etc.	(FRAGITE)	1
19	Lighting Mixer for stage	MaXim LSC 24/48 Sr/No 36760	1
20	Mike port for stage	XLR	24
21	Projector	Banq	1

**Note:** - In future, Institute may purchase additional assets (Audio -Visual equipment) as per the requirement of the users, which will automatically come under as serviceable assets for successful bidder.

# M. Scope Of Work

#### 1. Scope Of Work :-

Indian Institute of Management Indore (IIM Indore) is an Autonomous Institute under Ministry of Human Resource Development, Govt. of India.

Audio-Visual support tasks are vital for maintaining the 34 Nos Class room AV equipment / old Auditorium / New Auditorium / placement office/ Video conference rooms-06 / Board room at the Institute/film show on Sunday. Hence IIM Indore intends to have Audio-Visual maintenance with (7Am-11 Pm) days support. Trough outsource at maintenance agency for complete service will **maintenance** / repair/rectification/ to running classes are not interrupted due to any fault if equipment's.

The Successful contractor will undertake the facility management of the entire Audio-Visual of IIM Indore campus. The objective is to ensure uninterrupted operation, efficient and effective utilization of Audio-Visual. As part of the facility management, The service provider shall provide an onsite (at IIM Indore) dedicated team of professionally qualified / trained workforce headed by a professionally qualified and sufficiently experienced on-site, who will be exclusively responsible for day to day onsite support activities. They will be reporting to the Estate Department of IIM Indore. They will take care if on-site maintenance /rectification on urgent basis faults when the equipment will be sent to the workshop and backup similar shell be provided till the time of re-installation after repairs/rectification.

Any new parts required for above repair/rectification shall be paid separately.

### 2. The operational requirement of support personnel at Audio-Visual desk (7AM-11PM on all days):

Shift	Shift Time on all days	No. of Support Personnel	Remark
1	7:00 am - 3:00 pm	2	*Every day (including Sunday, week off will be given as per roster duty)
2	3:00 pm - 11:00 pm	2	*Every day (including Sunday, week off will be given as per roster duty)

The Successful contractor has to provide Four number of Onsite Technical Service Personnel as per schedule below:

Audio-Visual desk support Services: - Complete services to users Arrangements / AV support for different activities' for presentations / video conferencing/

workshop/conference/ Classrooms/Movie Operation / Student Event / lab session or any other events as and when required.

#### Note:

a) Each shift's support personnel should hand over the duty to next shift staff before leaving the Institute. The Successful contractor should ensure that all the pending/ongoing support calls properly understood by next shift support staff.

b) The shift timings may be changed with the mutual understanding of both the parties (IIM Indore and The Successful contractor)

C) The AMC is for a Period of one year only and subject to extension at the sole discretion of IIM INDORE. And shall include following.

- Operation of Movie every Sunday for 6 to 9 PM.
- Technical support on regular basis will be required for following.
  (A) Various events organized by students.
  (B) Various Program in old/new auditorium, other programs viz, CERE, NASMEI Conference, Athrav and Ranbhoomi, Seminar/Conferees/26th Jan /15 August Program, foundation day, convocation and other event any other culture event etc.
- Repair/rectification if defective.
- Handling the Audio Visual systems for all the events scheduled at campus including major conferences, Annual Talks, Symposiums, Informal and Non Informal Seminars, etc.
- The system should be checked at least 45 minutes before any major events scheduled at Auditoriums with the all necessary requirement and checked. The staff should be present 60 minutes before the event commences.
- Complete audio visual systems at the lecture halls / Auditoriums should be checked a day before the events/ Conferences etc.
- Setup the sound system for the cultural events planned at campus.
- Trouble shooting technical problems occurred in Audio Visual system during the events, and resolve or provide alternate solutions.
- Audio Visual related support needs to be extend within short notice from the users.

- Co-ordinate with the other institute technical team to perform the appropriate test runs for both video conference and audio conference meeting in advance to ensure that the Video and audio quality along with the data sharing is fine, both at near end as well as far end.
- Setting up other video calls such as video-conferencing, audio conferencing Skype, if requested by the users.
- Involvement in the process of new or re-installation and commissioning of the Audio Visual System.
- The maintenance Contract will include necessary repairs of the installed projectors/equipment and replacement of defective/ damaged parts, components and other accessories/Component cost will be paid by IIMI.
- The parts/ components/ sub-assemblies used for repair/ replacement by the Contractor will be of the same / equivalent or higher make and functional capability as originally available in the Equipment, under written intimation to the IIM INDORE.
- The Contractor will maintain log book of equipment under maintenance Contract with detailed specifications. Details of all minor/ major, routine/ preventive repair/ maintenance job undertaken shall be entered into the log book.
- The Contractor has to carry out quarterly servicing of the equipment by trained personnel including the following:
  (i) Rectification of defects observed during inspection.
  (ii) Preventive maintenance of each projector.
  (iii) Cleaning of projector

## 3. Reports for Performance Monitoring of the Service Levels:-

The Successful contractor shall furnish the following reports to Estate Dept. of IIM Indore as

Per the frequency below.

- Daily Call Analysis Report with all details
- Description of the second s

## 4. Qualification and Experience for deputed personnel:

As a part of Audio-Visual support, the Successful contractor shall provide services of trained and qualified support personnel as given below at IIM Indore. At least two technical service  $\cdot$  personnel should be available on site during each shift. The minimum qualifications and experience of the technical service would be as follows:-

Technical Service Personnel: - Preferably ITI Qualification or Equivalent Certificate Audio-Visual Technician with Minimum two year Feld experience.

Note:

a. Trainee/Fresher will not be accepted.

b. All the personnel, deputed at IIM Indore will be interviewed by Estate department for suitability. Only those personnel found suitable in the interview will be considered for deputation at IIM Indore.

• Contract May be terminated by IIM INDORE at its discretion by giving 30 day notice to The Successful contractor in case of failure to Maintain the AMC Services at the satisfaction of the IIM INDORE AND THE AGREEMENT WITH IIMI IN that case will be treated as cancelled before expiry date of notice.

• The Agency shall not engage any sub-agent or sub-contractor whatsoever for running the AMC Service.

### 5. Inspection of materials/work at site

The IIM Indore's engineer and /or his representative shall inspect the materials at site after delivery before the same is used in the work. The IIM's engineer and /or his representative shall have free and full access at any time during execution of the contract to the contractor's works or site. In case of execution of work for the aforesaid purpose, and IIM's engineer may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the IIM Indore's Engineer.

### 6. The IIM Indore's Engineer shall have the power-

- a. To reject the whole/part of the items & materials tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- b. To mark the rejected items / materials or parts with a rejection mark so that it may easily be identified if re-submitted.

#### N. Terms of Payment

#### 1. Terms of Payment for the work

- The contractor will submit the bill for payment on Monthly basis.
- During the contract a penalty of Rs. 500/- per person per day basis will be imposed on the vendor in case of absence of support personnel. This amount will be deducted from the Monthly payment of the vendor.
- The Agency fail rectification of equipment to the site within 24 hour after lodging a complaint. Delay in reporting period shall be recorded and penalty shall be imposed as per the following slab.

Above 24 hrs. Penalty will be at the rate of Rs.500/- Per day.

 Delay hours will be calculated from the time the call is logged irrespective of Sunday / holiday.

a) No advance payment will be made in any case.

**b)** The Successful contractor shall raise invoices on Monthly basis on completion of each Month. Payment will be made within 30 days on receipt of bills. No advance payment will be made.

**C)** TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Contractor's bills.

### **O.** 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.

## P. Special Conditions of Contract

- 1. Details of schedule maintenance/break down shall be entered in the register/service slip & jointly signed by the firm's representative and IIM Indore representative and shall be carried out in the presence of IIMI representative.
- 2. The Agency will have to take necessary care and precaution to keep the items safe for use and in good working condition. Trained technical staff shall carry out maintenance work.
- 3. The Agency have to carry out all customary annual safety tests to examine all safety devices.
- 4. No parts or components of the items being maintained by vendor shall be removed without prior approval and knowledge of IIMI. Any part to be removed from the item for repair shall be done after approval of the nominated supervisor.
- 5. Any damage to IIMI property while carrying out maintenance and attending break down will be vendors' responsibility.
- 6. The Agency shall not only attend the failure but also rectify the cause of failure after investigation.
- 7. The tenderer shall acquaint himself with the proposed site of work.
- 8. The contractor shall take care of all safety precautions pertaining to construction of work, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.
- 9. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
- 10. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
- 11. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of

installation and thereafter till the works are physically handed over to the department.

- 12. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favouring the Director, Indian Institute of Management Indore. Nothing extra on this account shall be payable to the contractor for maintaining such insurance Policy.
- 13. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
- 14. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
- 15. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
- 16. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.
- 17. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.
- 18. The contractor shall submit to the Engineer-in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
- 19. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved

laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor.

- 20. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the agency without giving any further notice and time.
- 21. In order to ensure quality of work during its execution, the Engineer-in charge may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
- 22. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor.
- 23. The contractor shall supply free of charge the material required for testing. The cost of tests shall be borne by the contractor.
- 24. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
- 25. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared and completed and accepted.
- 26. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
- 27. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
- 28. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors. The TDS and Contract Tax or any other statutory

levels/taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.

29. Performa of Registers to be as per standard CPWD formats.

#### Annexure-1 Undertaking having gone through the documents as per the Technical bid

Sub.: "Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed at IIM Indore"

NIT No.:- IIMI/Estate/26/2019/26 File No. 192

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.

(Duly authorized signatory of the Bidder)

	Memorandum					
A.1.1	NIT No. : IIMI/Estate/26/2019/26 File No.192					
A.1.2	Name of Work	"Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed at IIM Indore"				
A.1.3	Estimated Cost Put to Tender (Excl. GST )	<b>Rs. 14,89,332</b> /- (Rs. Fourteen lakhs Eighty Nine Thousand Three Hundred Thirty two Only)				
A.1.4	Earnest Money Deposit (Rs.)	<b>Rs. 29,787 /-</b> (Rs. Twenty Nine Thousand Seven Hundred Eighty Seven 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	Mode of submission of tender	On-Line mode only				
A.1.7	Performance Guarantee	5 (FIVE) % of tendered value on acceptance of bid				

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 Earnest money valid during the entire period of validity of tender and the extended period, if any, as per enclosed prosoma. 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	 

NIT for "Non-Compressive Annual Maintenance Contract for Audio-Visual equipment installed at IIM Indore" Page 47 of 48

R. FINANCIAL BID	)
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## FINANCIAL BID

Name of Work "Non-Comprehensive Annual Maintenance Contract for Audio-Visual equipment installed at IIM Indore"

NIT No. : IIMI/Estate/26/2019/26 File No.192

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