

भारतीय प्रबंध संस्थान इंदौर INDIAN INSTITUTE OF MANAGEMENT INDORE

प्रबंध शिखर, राउ पीथमपुर रोड़, इंदौर - ४५३५५६ (म. प्र.) भारत

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टेंडर नोटिस न. Tender Notice No.

IIMI/Estate/02/2025/234 File No. 525

तकनीकी व्यावसायिक प्रक्रिया TECHNO COMMERCIAL PROPOSAL

Name of Work: - "Comprehensive Annual maintenance contract for UPS (112 no's) installed at IIM Indore".

Tender Inviting Authority

प्रमाणित किया जाता है कि एनआईटी दस्तावेज़ में क्रमिक रूप से 1 से 40 तक 40 पृष्ठ हैं Certified that the NIT Document contains 40 pages serially numbered from 1 to 40

INDIAN INSTITUTE OF MANAGEMENT INDORE

भारतीय प्रबंध संस्थान इंदौर INDIAN INSTITUTE OF MANAGEMENT INDORE

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भारतीय प्रबंध संस्थान इन्दौर

प्रबंध शिखर, राऊ-पीथमपुर रोड, इन्दौर - 453 556 (म.प्र.), भारत INDIAN INSTITUTE OF MANAGEMENT INDORE

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

दिनांक /Dated: January 28, 2025

निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

Ref: Tender Notice No. IIMI/Estate/02/2025/234 File No. 525

आईआईएम इंदौर निविदा दस्तावेज में उल्लिखित पात्रता मानदंड के अनुसार पात्र बोलीदाताओं से आईआईएम इंदौर में ल्लिखित कार्य के लिए ई-प्रोक्योरमेंट पोर्टल https://eprocure.gov.in/eprocure/app के माध्यम से ऑनलाइन आइटम दर निविदा आमंत्रित करता है। विवरण नीचे दिया गया है:

IIM Indore invites online item rate tender through e-procurement portal i.e. https://eprocure.gov.in/eprocure/app 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

1	NIT No.: IIMI/Estate/02/2025/234 File	No. 525
2	About the Institute	IIM Indore is located on Rau Pithampur Road, 25 km away from main city centre. Our is an ethical Institution and we believe in transparency in every facets of work. There is least interference other than quality assurance and timely delivery. There is no need to interact with anyone other than concerned engineer. No material will be allowed to enter the campus from Security gate without passing the same by concerned engineer following technical specifications of the tender. There will be joint measurement of works when completed and bill will be submitted after the joint measurement is accepted. The payment will be made online without any contact with anybody. Strict quality control will be ensured for the job to be executed as per technical specification and make/brand of materials.
3	कार्य का नाम Name of Work	"Comprehensive Annual maintenance contract for UPS (112 no's) installed at IIM Indore".
4	निविदा की प्राकक्लित राशि (गुड्स एंड सर्विस टैक्स र _{हित})	Rs. 7,68,300/- (Rupees Seven Lakh Sixty Eight Thousand Three Hundred Only) Excluding GST

	Estimated Cost Put to Tender (Excluding Goods & CAMC Service	
	Tax)	
	अग्रिम जमा राशि	
	Earnest Money Deposit (Rs.)	Rs. 15,366/- (Rs. Fifteen Thousand Three Hundred & Sixty-Six Only) by e-payment through links/payment-receiving portals offered by our banking partners which can smoothly collect payments through all modes of payment (debit/credit card, UPI, NEFT/RTGS, etc.) Links for debit/credit card, UPI, NEFT/RTGS https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ==
5		Links for debit/credit card, UPI only https://forms.eduqfix.com/iimgenform/add Note: 1. EMD shall be refunded after the selection process is over. 2. EMD may be forfeited • if any bidder withdraws or modify their Bids during the period of validity, or • if the successful bidder after being awarded the contract, fail to sign the contract, or to submit a performance Guarantee before the deadline defined in the NIT or as per the instruction of IIM Indore, whichever is later. In this case the action of forfeiture shall be undertaken without any notice. Also, the bidder shall not be allowed to participate in the re-tendering process of the services. Along with the aforesaid, they will be suspended for the period of two years from being eligible to submit Bids for contracts
		with the IIM Indore.
6	समापन की अवधि	३६५ दिन 245 Days (1 Year)
_	Duration of the Contract प्रकाशित करने का दिनांक	365 Days (1 Year)
7	Publishing Date	January 28, 2025
		No pre-bid meeting required.
8	Pre-Bid Meeting	Instead of pre-bid meeting, interested bidder are advised to visit the Institute to understand the scope before participating in tender.
9	दस्तावेज सहित निविदा के ऑनलाइन जमा करने की अंतिम तिथि और समय Last date and time of closing of uploading/online submission of tender	February 04, 2025, up to 03:00 PM

10	तकनीकी बोली के ऑनलाइन खोलने की तिथि और समय Date & Time of online opening of technical bid	February 05, 2025, up to 03:30 PM
11		बाद में सूचित किया जाएगा Will be notified later.
12	परफॉर्मन्स गारंटी Performance Guarantee	5% of tendered value on acceptance of bid
13	निविदा जमा करने की विधि Mode of submission of tender	केवल ऑन-लाइन मोड On-Line mode only
14	बोली की वैधता Bid Validity	निविदा खोलने की तिथि से 90 दिन 90 Days from the date of opening of tender
15	चयन की विधि Method of Selection	दो बोली प्रणाली. Two Bid System.

B. Guidelines for Online Bid Submission Through CPPP

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

- B.12 The price bid format is provided in a spread sheet file like BoQ_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- **B.13** Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO) although the item has to be executed as per scope of contract.
- **B.14** The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
- **B.15** Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website https://eprocure.gov.in/eprocure/app at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- **B.16** If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- **B.17** It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- **B.18** The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- **B.19** The bidders are requested to submit the bids through online etendering 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:
 - If the bidder is found ineligible.
 - If any of the bidder put his quoted rates (as in financial bid document) in the envelope of Cover-I: Technical Bid.
 - If the documents submitted by the successful bidder does not match with the originals before the award of work.
- **C.2** IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE.
- C.3 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.4** 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.5** 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.6 Mode of payment of EMD: Bidders may deposit the EMD through all modes of payment (debit/credit card, UPI, NEFT/RTGS, etc.). Details for the same are as below:
 - General Payments to IIM Indore (Powered by ICICI Bank) by debit/credit card, UPI, NEFT/RTGS: <a href="https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ=="https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ=="https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ=="https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ=="https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ=="https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ=="https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ==
 - General Payments to IIM Indore (Powered by HDFC Bank / Qfix) by debit/credit card, UPI: https://forms.edugfix.com/iimgenform/add

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

C.7 TAXES: -

- i) The Contractor should get registered under GST and tax as applicable as per the extant order on the subject work shall be paid by the contractor to concerned department. Which will be reimbursed by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.
- ii) The quote should exclude the GST and all other taxes applicable for the subject work.
- iii) Income Tax and cess as applicable shall be deducted from 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.
- C.8 The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by manual for procurement of works from ministry of finance & department of expenditure of Govt. of India, 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.9** Tender documents may be downloaded from IIM Indore's website/ CPPP e-Publishing portal free of cost.
- C.10 In the event of acceptance of a tender or as per the decision of the competent authority of IIM Indore, the documents submitted by the bidder/ successful bidder shall be verified with the originals before the award of work.
- C.11 The tenderer should not have been blacklisted or debarred by any Central/ State/ Autonomous/ Public Agency during last three financial years. In case blacklisted/ debarred bidder fills/ submits the bid/ being successful in bidding process awarded the job or during the execution of job the fact of being blacklisted/ debarred surfaced then the
 - Bid (during the bidding process) will be considered as invalid &
 - During the execution, if surfaced, then the contract will be liable to be terminated.
- C.12 Vendors, whose past performance in jobs carried out in IIM Indore, is found to be not satisfactory, will be disqualified technically even though they may meet the other technical/eligibility criteria."
- C.13 The party whose tender has been accepted has to execute an agreement on non-judicial stamp paper immediately after Letter of Intent is issued.
- C.14 Performance guarantee will be submitted by RTGS or DD or NEFT @ 5% of tendered amount has to be furnished within 7 days of issue of LOI.
- C.15 (GCC Maintenance Works 2023 of CPWD) will be applicable as per

Section-M of this tender document.

- **C.16** Resolution of disputes and disagreements: If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement or out of the breach termination or invalidity of this agreement thereof, the parties shall resolve them by resorting to the following:
 - a) The party shall attempt within a period of 7 days after receipt of notice by the other party of the existence of a dispute, settle such dispute in the first instance by mutual discussion between the parties represented by the bidder and Chief Officer Administration
 - **b)** of the institute.
 - c) If the dispute cannot be settled by mutual discussion within 7 days, the matter shall be referred to the Director IIMI, whose decision shall be full, final and binding on the parties.
 - C.17 Necessary clarification required by the IIM Indore shall have to be furnished by the bidder 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.18 A bidder 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.19 The bidder should in his own interest visit the site and familiarize himself with the site conditions before tendering.
- C.20 No T&P shall be issued by the IIM Indore and nothing extra shall be paid on account of this.
- C.21 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.22 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.

Refund of performance guarantee: The performance guarantee shall be refunded to the contractor after the completion of the work/service and recording of the completion certificate as above.

C.23 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.24 INDEMNITY: The successful tenderer/bidder shall at all times indemnify the IIM Indore, consequent on this works/services 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.25 Mobilization advance: No mobilization advance shall be paid for this work.
- C.26 The contractor is solely responsible for compliance of all labour laws and other associated statutory obligations applicable for the contract. IIM Indore will not be responsible for any of the compliances or lapses in respect of the aforesaid.
- C.27 Mandatory regulations prescribed by the Government shall be followed by the contractor regarding labour and safety clauses, without any lapse, including those conditions, amended by these departments periodically.
- C.28 The contractor has to abide by various statutory acts of the Government regarding facilities to be provided to the workmen, labour, staff employed under minimum wages act, workmen compensation act, factories act, ESI, PF etc.
- C.29 Labour compliance have to be done as per prescribed norms.

D. Bidders Qualifications Criteria

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

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

One similar completed work in any central government department, PSUs & Autonomous bodies, costing not less than the amount equal to 80% i.e. Rs. 6,14,640/- of the estimated cost put to tender.

OR

Two similar completed works in any central government department, PSUs & Autonomous bodies each costing not less than the amount equal to 60% i.e. Rs. 4,60,980/- of the estimated cost put to tender.

OR

Three similar completed works in any central government department, PSUs & Autonomous bodies each costing not less than the amount equal to 40% i.e. Rs. 3,07,320/- of estimated cost put to tender.

All amounts rounded off to a convenient full figure.

Note i: Similar work means: "Comprehensive Annual maintenance contract for UPS".

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

- 2. **Solvency Certificate:** Valid solvency certificate of the amount equal to 40% of the Estimated Cost put to tender i.e. **Rs. 3,07,320/- (Rupees Three Lakh Seven Thousand Three Hundred & Twenty Only)** (scanned copy of original certificate to be uploaded).
- 3. Turnover: Average financial turnover should be at least 50% i.e. Rs. 3,84,150 /- (Rupees Three Lakh Eighty Four Thousand One Hundred & Fifty Only) of the estimated cost put to tender during last three consecutive financial years i.e. FY 2020-21, 2021-22, 2022-23 (scanned copy of original certificate from CA having UDIN Number to be uploaded).
- 4. **Profit/loss:** The bidder should not have incurred any loss (before tax) in more than two years during last five consecutive P&L accounts, duly audited & certify by Charted Accountant.

- 5. **Certificates:** (scanned copy of original certificates to be uploaded)
 - **5.1** Copy of Certification of Incorporation/ Registration of firm
 - **5.2** IT returns for last 3 years
 - **5.3** PAN (Permanent Account Number)
 - 5.4 GST (Goods & CAMC Service Tax) Registration Certificate
 - **5.5** E-payment details towards EMD.

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

Important Note:

i. Joint Ventures are not allowed.

E. List of Documents to be scanned and uploaded

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

For Cover-1:

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

For Cover-2:

i Schedule of Price Bid in the form of .xls

Annexure-A

No.	Address	Make	Capacity of UPS in KVA
1	Admin Block Ground floor	Uniline	5
2	Admin Block 1st floor	Emerson	20
3	Admin Block 2st floor	Emerson	20
4	Admin Block 2nd FLOOR Account office server	Microtek	1
5	Library Department server rack 1UPS	Uniline	5
6	Library Department server rack 2UPS	Uniline	6
7	Old Audi Audio Rack 1st floor	Emerson	20
8	Old Audi Audio Rack Basement	Emerson	6
9	Maintenance office	Emerson	3
10	Sport Complex Electric room	Uniline	3
11	Sport complex new Audi sound control room	APC	20
12	Sport complex new Audi 1st floor sound control room	Emerson	2
13	Sport Complex Swimming Pool Area	RS Power	1
14	Sport complex GYM Treadmill	TECHSER	10
15	Sport complex Anveshan ups 1	Elnova	10
16	Sport complex Anveshan ups 2	Elnova	10
17	ER1 1ST FLOOR CLASS ROOM ups 1	Elnova	10
18	ER1 1ST FLOOR CLASS ROOM ups 2	Elnova	10
19	ER1 Ground floor ELECTRIC ROOM ups 1	BPE	10
20	ER1 Ground floor ELECTRIC ROOM ups 2	BPE	10
21	ER-2 GROUND FLOOR	Emerson	3
22	ER-2 1st Floor class room 1	Emerson	6
23	ER-2 1st Floor class room 2	Emerson	6
24	ER-3 1st Floor Server room	Uniline	3
25	ER-3 1st Floor Server room	APC	1
26	ER-4 SERVER ROOM	Microtek	0.65
27	SRC GROUND FLOOR	Emerson	6
28	SRC GROUND FLOOR	APC	2
29	SECURITY MAIN OFFICE Near ER 2	Uniline	5

30	SECURITY MAIN OFFICE Near ER 2	DELTA	2
31	SECURITY MAIN OFFICE MAIN GATE 01	Microtek	5
32	SECURITY MAIN OFFICE MAIN GATE 01 Scanner machine	Champion	3
33	SECURITY MAIN OFFICE MAIN GATE 2 Scanner machine	APC	0.6
34	SECURITY MAIN OFFICE MAIN GATE 2 (CCTV)	APC	1
35	Faculty apartment 2nd floor TPY 5	RS Power	2
36	Faculty House no. 10 TYP 5	RS Power	3
37	Faculty House no. 23 TYP 5	Microtek	1
38	Faculty House no. 42 TYP 5	Elnova	1
39	Faculty House TYP 3	APC	1
40	Faculty House TYP 2	APC	1
41	Faculty House TYP 4	APC	1
42	Visiting Faculty apartment D	Elnova	1
43	Visiting Faculty apartment C	Uniline	2
44	Incubation Centre P I SHOP	APC	0.65
45	Medical centre NEAR P I SHOP	RS Power	2
46	Mess 1 1st floor	APC	10
47	Mess 3 GYM Treadmill	Microtek	20
48	MR 1 Building	Emerson	3
49	Director resident	RS Power	1
50	J Block 1ST FLOOR	APC	1.5
51	Utility 2	Uniline	2
52	F PM 1st Floor Server room	APC	1
53	Block- M Server REAK+ ELECTRICAL ROOM	Emerson	6
54	Block-M Board Room 1st Floor DIRECTOR OFFICE	Microtek	2
55	Block-F Electric room Ground Floor 3/3	Uniline	20
56	Block-H 104 Studio Syndicate Room	Uniline	3
57	Block-G 104 Syndicate Room	APC	1.5
58	Block-G Syndicate Room 1St Floor	BPE	10
59	Tower no. 7 CCTV	APC	1.5
60	BLOCK -K Electric Room	BPE	10
61	BLOCK -K Electric Room	BPE	10
62	Block-J 3/3 SARVER ROOM	Uniline	5
63	Block-J 3/3 PLACEMENT OFFICE ups1	Uniline	10

64	Block-J 3/3 PLACEMENT OFFICE ups2	Uniline	10
65	Block-I 104 Studio Syndicate Room	Uniline	3
66	Block E MTS staff Office (CCTV)	APC	1.5
67	Block A+B Electric room	Uniline	5
68	NLT 1st floor UPS Service room	RS Power	1
69	Block-A SERVER ROOM	CONSUL	1
70	Block-B SERVER ROOM	Luminous	2
71	Block-C SERVER ROOM	Uniline	2
72	Block-J UPS-4 (Class room-H) SERVER	BPE	10
73	Block-J UPS-3 (CC LAB + IT) SERVER	BPE	10
74	Block-J UPS- 1 (G Block Ground Floor)SERVER	BPE	10
75	Block-J UPS- (I Block 1st+2nd Floor) SERVER	BPE	10
76	Block-J UPS-2 SERVER ROOM H	BPE	10
77	Block-J UPS-1 SERVER ROOM	BPE	20
78	Block-J UPS-2 SERVER ROOM	BPE	20
79	Block-J SERVER ROOM	CONSUL	20
80	Block-J SERVER ROOM	CONSUL	20
81	UTILITY 4 (CCTV)	AVO	3
82	SR 1 Sarver ROOM	APC	1
83	SR 2 Sarver 1st floor game Zone	RS Power	1
84	SR 3 SERVER ROOM	Uniline	1
85	SR 4 SERVER ROOM	RS Power	2
86	SR 5 Server Room	Uniline	2
87	SR 6 SERVER ROOM	Microtek	3
88	SR 7 1st floor Server room	Luminous	2
89	SR 8 SERVER ROOM	APC	1
90	SR 9 SERVER ROOM	Elnova	1
91	SR10 SERVER ROOM	Emerson	2
92	SR11 SERVER ROOM	Emerson	1
93	SR12 SERVER ROOM	Emerson	2
94	SR13 SERVER ROOM	Uniline	2
95	SR15 1st SERVER ROOM	RS Power	3
96	SR16 Ground floor server room	APC	1
97	SR17 1st floor server room	Emerson	3
98	SR18 1st floor server room	Emerson	3
99	Block-E Class room 101	BPE	3
100	Block-E Class room 103	Emerson	3
101	Block-E class room 201	Numeric	5

102	Block-E Class room 203	Numeric	5
103	Block-E Class room 301	BPE	2
104	Block-E Class room 303	BPE	5
105	Block-D Class room 101	Numeric	5
106	Block-D Class room 103	Numeric	5
107	Block-D Class room 201	Numeric	5
108	Block-D Class room 203	Numeric	5
109	Block-D Class room 301	Numeric	5
110	Block-D Class room 303	Numeric	5
111	ER 2 Electric room 1st floor	Vertiv	10
112	ER 2 Electric room 1st floor	Vertiv	10

G. Scope Of Work and Terms & Conditions

A. Scope of Work for maintenance:

The contract shall include the following:

- 1. The agency will have to depute a trained service technician (Semi-Skilled) from Monday to Saturday from 9:00AM to 5:30PM as per roster at IIMI (except public holiday as observed by IIM Indore) without any additional cost during the CAMC period, who will be available on call for all working days to resolve the fault and he may be called on holiday if required, mobile phone & telephone nos. of technician to be intimated by the firm for reporting the faults.
- 2. The technician (Semi-Skilled) to be deployed shall be paid wages as per minimum wages selected/determined by Central Labour Commissioner Office.
- 3. Prior approval from the Competent Authority of IIM Indore is required for deputing the trained technician.
- 4. Attendance of technician deployed by agency will be recorded in attendance register which will be kept in maintenance store.
- 5. The successful bidder shall be wholly responsible for breakdown, or any mischief done by their staff and any loss of institute shall be recovered from the immediate bill of the contractor, balance if any from P.G. or otherwise to be paid by contractor.
- 6. The successful bidder shall carrying out repairs of equipment/part at site, in case if it is required/your workshop when found necessary, the same shall be made after getting written permission from the institute. Carriage & repairing charge will be bear by agency.
- 7. The successful bidder shall abide by the rules and regulations of the security and safety as laid down and revaluate in institute from time to time.
- 8. The agency must keep sufficient spares in their IIM INDORE so that the same can be replaced immediately.
- 9. The job includes cleaning of terminals of the batteries. Checking of motor, ground connection, checking of main plug connections, cleaning of blower fan, cleaning of air filter, cleaning of equipment, display boards and also shall include supply of all parts and spares, reconditioning/ replacement of fan motor, thermostat, switches, filters etc. repair/ replacement of selector switch, capacitor, starting relay, etc.
- 10. Regular servicing & inspection of the UPS should be carried out as per the requirement and one visit in at least once in one month by the service provider

- for the joint inspection with the deputed Engineer / technician of the IIM INDORE.
- 11. The AMC is of Comprehensive type. Any replacement of spares should be with new and of equivalent type or higher of same make. For which no extra charges will be paid. Repair and/or replacement of the worn-out parts will be at your cost for ensuring smooth service.
- 12. The agency has to check thoroughly each component part of the equipment monthly and carry out such repair, maintenance and replacement as required at the time of inspection.
 - If the faulty components / UPS(s) are not rectified within the same working day, necessary standby components / UPS(s) of the same KVA rating shall be provided on the same day for smooth functioning of office work. If the original equipment is not rectified till the expiry of the contract, either the cost of repair of the equipment be borne by the contractor or the stand-by supplied by the contractor not to be reclaimed.
- 13. The payment will be made quarterly on receipt of the agency's bills and supporting documents (i.e. Maintenance report, copy of attendance register of technician, proof of salary payment to the worker deployed at site of work) after satisfactory and successful completion.
- 14. Unscheduled, on-demand corrective/remedial maintenance shall include part replacement wherever necessary and applicable. Replaced parts with approval of client.
- 15. Breakdown maintenance call has to be attended on the days of its reporting.
- 16. The successful bidder shall ensure safe, efficient and reliable maintenance of UPS.
- 17. The successful bidder shall carry out repairs of equipment/part at site, in case if it is required/your workshop when found necessary, the same shall be made after getting written permission from the institute. Carriage & repairing charge will be bear by agency.
- 18. The successful bidder shall arrange all repairs and spares necessary to run UPS smoothly at his own cost.
- 19. The successful bidder shall be wholly responsible for breakdown, or any mischief done by their staff and any loss of institute shall be recovered from the immediate bill of the contractor, balance if any from P.G. or otherwise to be paid by contractor.
- 20. The successful bidder shall abide by the rules and regulations of the security and safety as laid down and revaluate in institute from time to time.
- 21. The agency must keep sufficient spares in their IIM INDORE so that the same can be replaced immediately.

- 22. The CAMC is for a Period of one year only and subject to extension by another one year at same terms & conditions at the sole discretion of IIM INDORE.
- 23. Contract May be terminated by IIM INDORE at its discretion by giving 30 days' notice to the CAMC Service provider in case of failure to maintain the CAMC Services at the satisfaction of the IIM INDORE AND THE AGREEMENT WITH IIMI Indore that case will be treated as cancelled before expiry date of notice.
- 24. Bidder will have to execute an agreement and Integrity Pact in standard format at cost of bidder.

H. Penalty & Terms of Payment

- 1. The Agency shall resolve the complaint within 48 hours after lodging a complaint. Delay in rectifying period shall be recorded and penalty shall be imposed as per the following slab.
 - a) Above 48 hrs. Penalty will be at the rate of Rs. 500/- Per day/ per complaint/ per machine.
 - b) If agency fail to rectify problem, then the agency should supply the stand by UPS within 4 hours in which case no penalty will be deducted.
 - c) If any breakdown/non-functioning/improper functioning of aforesaid machine continues beyond 5 days. The agency will be liable to pay penalty of Rs. 1000/- per day per complaint (Max. upto bill amount per UPS per quarter, which is calculated on pro rata basis) for the delayed period after the stipulated period of getting the UPS back in service. The penalty will be recovered from the agency's payable amount (Quarterly).
- 2. Penalty for non-deployment of manpower (engineer/technician) by agency at IIMI will be laid @ Rs. 1000/- per day.
- 3. Penalty for not doing Quarterly servicing by agency at IIMI will be laid @ Rs. 100/- per day per UPS.
- 4. Due to unforeseen conditions (like duration of pandemic situation) if the service will not provide by agency, the decision of payment is fully dependent upon IIM Indore authority or as per the updated guideline of Govt. of India.
- 5. Delay hours/days will be calculated from the time the call is logged irrespective of Sunday / holiday.

I. Integrity Pact

	INTEGRITY PACT
To,	
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Sub: NIT No. IIMI/Estate/02/2025/234 File No. 525 for the work of "Comprehensive Annual maintenance contract for UPS (112 no's) 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 Officer Administration

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of

2025

BETWEEN
The Director, IIM Indore represented through Chief Officer Administration, 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/02/2025/234 File No. 525 (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Comprehensive Annual maintenance contract for UPS (112 no's) 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:

(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.

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:

- (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)/ 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 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 Bidder(s)/Contractor(s) disqualify the from the Tender process 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 part	ies have	signed	and ex	ecuted	this li	ntegrity	Pact at
the place ar	nd date fir	st above	mention	ed in the	e prese	nce of t	follow	ing witn	esses:

(For and on behalf of Principal/Owner)	,
(For and on behalf of Bidder/Contractor)	
WITNESSES: 1(Signature, name and address)	
2	

J. Agreement

Format for Agreement

Institute of Manage called "The IIM I context or meaning of AND	gement Indore NDORE" which	Rau- Pithampur expression shall,	Road, Indore (, unless repugn ors, successors a	hereinafter ant to the
(herein at repugnant to the permitted assigns)	context or me	•	•	•
WHEREAS				
The IIM INDORE is on maintenance cont NIT No.: IIMI/Estat	ract for UPS (1	12 no's) installed	<u>-</u>	
The Works are specifications, dratement		•	•	•

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

NOW IT IS HEREBY AGREED AS FOLLOWS: -

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

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

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

SIGNED, SEALED AND DELIVERED by IIM INDORE, by the hand of) f
Signature:	
Name:	
Designation:	

IN THE P	PRESENCE	OF							
(1) Signa	ature:								
Name:									
Address	:								
(2) Signa	ature:								
Name:									
Address	:								
SIGNED,	SEALED	AND	DELIVERED	ВҮ	the	Contractor	M/s	 	
•									
Signatur	e:								
Name:									
Designat	tion:								
IN THE F	PRESENCE	OF							
(1) Signa	ature:								
Name:									
Address	:								
(2) Signa	ature:								
Name:									
Address									

K. 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.

L. 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.

M. 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.

N. Special Conditions of Contract

- 1. 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.
- 2. As it is comprehensive in nature, no payment will be made as an extra for replacement of spare parts etc.
- 3. 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.
- Any damage to IIMI property while carrying out maintenance will be vendors' responsibility.
- 5. The Agency shall not only attend the failure but also rectify the cause of failure after investigation.
- 6. The tenderer shall acquaint himself with the proposed site.
- 7. 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.
- 8. The agency shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part.
- 9. The agency 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/servicing.
- 10. The CAMC Service 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.
- 11. The agency shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
- 12. All materials to be incorporated in the CAMC Services shall be arranged by the contractor and shall be in accordance with the specifications laid down.
- 13. The tenderer shall use materials as per approved sample/make before procurement at site.
- 14. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge and the same shall be removed from the site within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the agency without giving any further notice and time.

- 15. The agency shall be responsible for completing the CAMC Service and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The agency shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
- 16. 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 service shall be subject to the approval of the Engineer-in-charge.
- 17. The service will be executed by bidder only, if awarded. The agency should not engage any sub-agent or sub-contractor whatsoever for running the CAMC services.
- 18. The agency 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 agency. 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.

O. Formats for Different Forms/Certificates

Annexure-B

Letter of Transmittal

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

Sub: Submission of bid for the work of "Comprehensive Annual maintenance contract for UPS (112 no's) installed at IIM Indore." vide NIT No. IIMI/Estate/02/2025/234 File No. 525

Sir,

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

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

Seal of bidder	
Date of submission:	Signature(s) of Bidder(s)

Undertaking having gone through the documents as per the Technical bid

Sub.: "Comprehensive Annual maintenance contract for UPS (112 no's) installed at IIM Indore".

NIT No.:- IIMI/Estate/02/2025/234 File No. 525

Dated: /..../2025

To,

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

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

(Duly authorized signatory of the Bidder)

Annexure-1

Format of Bank Guarantee
Bank Guarantee for Performance Security

(On letter head of the Owner with adhesive stamp / non-judicial stamp paper of appropriate value at the time of issue of Bank Guarantee)
THIS DEED OF GUARANTEE made on day of 2025, between [Name of Bank], having Registered Office at [Address], (hereinafter called the "Bank" which expression shall unless repugnant to the context and meaning thereof include its successors) in favor of Indian Institute of Management Indore having its office at Prabandh Shikhar, Rau-Pithampur Road, Indore- 453556 (M.P.) (hereinafter called "Owner" which expression shall unless repugnant to the context and meaning thereof include its successors and assigns).
WHEREAS (IIMI) Indian Institute of Management Indore has issued a Letter of Acceptance / Letter of Intent No dated tohaving its Corporate office at(hereinafter
called the "Contractor") which constitute a binding Contract (hereinafter called "Contract Agreement") for carrying out the "Comprehensive Annual maintenance contract for UPS (112 no's) installed at IIM Indore" based upon the Tender submitted by the Contractor and agreed between Client and Contractor and subject to the terms therein contained. The work to be carried out by Contractor shall be supervised and implemented by M/s
(hereinafter called "Contractor/Bidder")
AND WHEREAS in accordance with the terms and conditions of the contract agreement, the Contractor has agreed to furnish a Bank Guarantee to Owner in the form of acceptable to performance guarantee for a sum of Rs (Rupees Only) to ensure timely and satisfactory performance by the Contractor of its obligation under the Contract Agreement.
AND WHEREAS the Bank has at the request of the Contractor agreed to furnish this irrevocable and unconditional guarantee in favour of Owner to secure performance by the Contractor of its obligations under the Contract Agreement on the terms and conditions herein contained.
NOW THIS DEED WITHNESSTH AS FOLLOWS: 1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of the Contractor to be performed observed or complied with under the Contract Agreement in accordance with the terms thereof and in the event of any non-performance and non-compliance of the same for any reason, the Bank shall absolutely irrevocably and unconditionally without any demur right of set off or counter claim, forthwith upon written demand by Owner and without demur or protest and without reference to the Contractor pay to Owner a sum not exceeding Rs only). A demand so made by shall be final and binding on the Bank.

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

- by the Contractor or to postpone from time to time any of the powers exercisable by owner against the Contractor, to forbear or to enforce any of the terms and conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
- 10. The Bank waives any right to require/ proceeding first against the Contractor or the realization first of any other security or other guarantee, if any.
- 11. The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner.
- 12. The bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any defects therein or in its execution shall not be a plea for non-payment or performance of its obligation.
- 13. This guarantee shall be Governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Indore.
- 14. Any forbearance or indulgence on the part of Owner in the enforcement of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with by the Contractor under the contract agreement shall in no way relieve the Bank of its liability under the Guarantee.
- 15. Terms and expression defined in the contract agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

16.	Not	withstanding anything contained hereinabove.				
	a.	Our liability under this bank guarantee shall not exceed Rs				
		(Rupee)				
	b.	This bank guarantee shall be valid up to or and				
	c.	It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on				
		or before or as provided in clause 5 failing which our liability under this bank guarantee will automatically cease.				
	d.	This bank guarantee is not assignable and not transferable to third party.				
INI W	VITNE	TSS WHEREOF THE RANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR				

SIGNED for and behalf
Of the Bank by its duly authorized
Representative
In the presence of

FIRST ABOVE WRITTEN.

P. FINANCIAL BID

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

Tender Inviting Authority