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NOTICE INVITING e-TENDER

FOR

**Operation of Air-Conditioning Systems in IIMK Campus- As per
Annexure-VII**

Part 1- Technical Bid

(Tender No. IIMK/ ELE/ e54 / 2021-22 dated 09.02.2022)

Date of Issue of NIT	:09.02.2022
Date of Issue of Tender Form	:09.02.2022 to 02.03.2022 (upto 3:00PM)
Due date of receipt of queries/clarification	:21.02.2022 up to 5:00 PM
Date of corrigendum for clarifications, if any	:23.02.2022
Due Date of Submission	:02.03.2022 up to 03:00 PM
Date Opening of Technical Bid	:02.03.2022 at 04:00 PM
Date of Opening of Price bid	:Will be announced later.
Probable Amount of Contract	:Rs 53.93 Lakh (two years contract value)

TENDER DOCUMENT**Operation of Air-Conditioning Systems in IIMK Campus- As per
Annexure-VII****(Tender No. IIMK/ ELE/ e54 / 2021-22 dated 09.02.2022)****C O N T E N T S**

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I. INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the MHRD e-Wizard Portal (<https://mhrd.euniwizarde.com>)

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enrol on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link “Bidder Enrolment”.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal. After registration send User ID for helpdesk team (helpdeskeuniwizarde@gmail.com and support@euniwizarde.com) for activation.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.

d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. and the date & time of submission of the bid with all other relevant details.

h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is Gagan (8448288987/epochelpdesk.01@gmail.com), Vijay (8448288989/epochelpdesk.03@gmail.com), Suriya (8448288994/ epochelpdesk.06@gmail.com), 8448288992, 8448288984, 8448288986, 8448288982, 8448288988

7. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

8. The bid should be submitted through e-Wizard portal (<https://mhrd.euniwizarde.com/>) only.

II. Special Instructions to Bidders for the E-submission of the Bids online through E-procurement portal

1. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
2. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
3. The Schedule of Quantities template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
4. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on <https://mhrd.euniwizarde.com> or <https://iimk.ac.in/tender> in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
5. The bidder should read the terms and conditions and accepts the same before proceeding further to submit the bids.
6. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
7. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
8. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
9. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
10. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
11. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid No., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
12. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
13. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

14. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

15. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

16. The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).

17. The bidder / tenderer / Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.

18. The GST applicable shall be shown as separate line items in the Tax invoices to avail input credit to IIMK.

INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE

III. NOTICE INVITING TENDER

1.1 Sealed competitive e- Tenders are invited by the Indian Institute of Management Kozhikode (Kerala) for **“Operation of Air-Conditioning Systems in IIMK Campus – As per Annexure -VII”** in Two-Bid system i.e. (i) Technical Bid and (ii) Price Bid for the following work/Service from experienced HVAC Contractors who have carried out operation of various kinds of Air Conditioning units such as chiller plants, VRF units, split AC units, ductable AC units etc., undertaking similar works/service in Central/State Government Departments/Public Sector Undertakings/ Autonomous bodies/Large Industrial/Educational Campus/Reputed Companies, etc. The HVAC Contractors should have undertaken one similar work/Service of Rs43.00 Lakhs (two years contract value-labour only) or two similar works each of Rs32.00 Lakhs (two years contract value-labour only) or three similar works of Rs 21.50 lakhs (two years contract value- labour only) each during last Seven years. Tenderers are required to submit TDS Certificates in form 16A/26AS in case of similar works are executed for a private body which shall form basis for establishing the completion cost of works/service executed by the bidder.

Tender documents for e-Tendering can be can be downloaded from the e-procurement portal <https://mhrd.euniwizarde.com>

- a. Tender No. : Tender No. IIMK / ELE/ e54/ 2021-22 dated 09.02.2022
- b. Name of Work : Operation of Air Conditioning systems in IIMK Campus- As per Annexure-VII
- c. Contract period : 2 Years (Extendable on satisfactory Performance and mutual consent).
- d. Bid Security Declaration : To be filled up and submitted in the specified format in Annexure-I in the excel sheet in the tender document.

The bidder will be considered as a defaulter and the actions shall be imposed as per the ‘Bid Security Declaration’ under the following conditions:

- i. If the bidder modifies or withdraws the proposal/ offer during the period of bid validity as specified in this tender and as extended (if applicable) by the Institute from time to time or before the issue of the Order/letter of award, whichever is later.
- ii. In case of a selected bidder/tenderer failing to accept the Order or execute the Agreement within the stipulated time or any extension thereof given by the Institute.
- iii. If any information or document furnished by the bidder / tenderer turns out to be misleading or false in any form.

In case of default as prescribed above, the bidder/tenderer shall not be allowed to participate in the re-tendering process of the same work. Besides, the bidder/tenderer will be liable to be disqualified for future tenders to be invited by the institute. The decision of the Institute in this regard will be treated as final and binding on all concerned.

1.2 PREAMBLE

Indian Institute of Management Kozhikode is on a **high growth trajectory** today, offering **widest range** of academic programmes in the field of management education. Starting in 1997 with a batch of 42 students in its **Postgraduate Programme (PGP)**, it increased PGP intake to 120 in 2003, 180 in 2005, 261 in 2008, 375 in 2011, 400 in 2012 and 480 as of now. Thus making it the **fastest growing** management school in the country to reach that landmark. Spread over about 125 acres of land, the Institute is situated on two hillocks in Kunnamangalam area of ancient city of Calicut in Kerala, is one of the most picturesque oxy-rich campuses in the country. The world class infrastructure including air-conditioned classrooms, guest care areas and LAN/WAN connectivity are few features.

1.3 Brief description of Scope& Nature of Work:-

a) The successful Tenderer will be required to provide Staff for the day to day **Operation, routine checkups; routine maintenance of various AC units in the Campus, timely attention and correction of all minor emergency breakdown calls wherever possible and inform the section in-charge and the service agency**. They are responsible for the proper upkeep of all equipment connected with Air-Conditioning Systems in IIMK. The indicative list of various AC units under the scope of this tender is attached as Annexure-VII. The list of AC equipments in the Annexure-VII is only for indicative purpose. Additional AC units installed in the respective buildings in the Campus in future will also come in this contract for operation of the same without any additional cost. The contract does not involve any material supply.

b) The contractor has to depute experienced staff for operation of the AC units round the clock throughout the year and carryout the instructions from the institute's engineer on all occasions apart from the regular /routine jobs described above. No materials/spares are involved under this contract. All the AC equipments are already under comprehensive AMC with various external agencies. Proper follow up and co-ordination with the other external agencies for AMC of the various AC units listed in the Annexure-VII shall be carried out for smooth operation of the AC units.

1.4 The Tenderer should have minimum 3years experience in similar class of Institutions in the field of Operation of Air-Conditioning units with a minimum work force of 7(seven) persons. Documents and certificates in proof, to the satisfaction of the Institute, his previous experience in the work of AC operation and maintenance as described above shall be enclosed.

1.5 The experience should be in the same name/firm/composition in which it is applying for this Tenders, and request for tender which are not supported by satisfactory credentials, will not be considered.

1.6 The Tenderer must have a valid GST registration Number (in the same name in which he is submitting his offer) with state. Proof of GST registration must be submitted along with the Technical bid.

1.7 Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder has a valid registration granted by the Competent Authority of the Government of India's stipulated under Rule 144(xi) of GFR, 2017.
- II. "Bidder" (including the term 'tenderer') means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" means:-
 - a. An entity incorporated, established or registered in such a country ;or
 - b. A subsidiary of an entity incorporated, established or registered in such a country ; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country ;or
 - e. An Indian(or other)agent of such an entity ;or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The *beneficial owner* for the purpose of(iii) above will be asunder:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together,or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
[Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements]
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an un incorporated association or body of individuals, the beneficial owner is the natural person(s),who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under 1.or 2.or 3. above, the beneficial owner is the relevant natural person who holds the position of senior managing

- official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority of the Government of India.
- 1.8 Tenderers are required to quote not less than the minimum wages fixed by Central Government (Ministry of labour and Employment). Tenders received after the due date and time will not be considered
- 1.9 Director, IIM Kozhikode reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding.
- 1.10 Tenderers should quote their rates both in figures and in words. The Schedule of Quantities must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left. Tenders with rates quoted in any other form, other than the prescribed Schedule of Quantities, are liable to be rejected.
- 1.11 Tenders not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions are liable to be rejected

1.12 SUBMISSION OF THE TECHNICAL BID:

- (a) All bids should be done through Ministry of Education's online procurement portal at <https://mhrd.euniwizarde.com> . **The last date for submission is 02.03.2022, up to 3.00PM.** The bidder shall fill up and submit Tender Form signed by the Authorized Signatory of the firm. The bidder shall also submit the whole tender document digitally signed by the Authorized Signatory of the firm to confirm the acceptance of all the terms & conditions in the tender document. The relevant columns in the excel files in the tender document (Annexures- I to V) shall also be filled up and submitted by the bidder without fail. Every Tender should be accompanied by a forwarding/ covering letter in which the Tenderer should clearly mention the details of additional or loose papers/ documents/ certificates attached and all such papers/ documents/ certificates should be serially numbered from first page to last page duly initialled by the tenderer. The tender is liable to be rejected if all the documents are not attached as per the tender conditions.
- (b) Tendering shall be in two stages; one is Technical Bid (Documents) and another is Financial Bid (BOQ). Bids shall be accepted only in online mode through E-Procurement Portal. The documents to establish eligibility shall be opened first for evaluation of technical bid on due date and time as mentioned in the NIT. The

Financial bid (BOQ) of only those Bidders whose technical bids are qualified as per requirement shall be opened.

(c) Queries:

Interested bidders can send their queries related to the work/service through e-mail (contact email addresses are: aece@iimk.ac.in , aelect1@iimk.ac.in) so as to receive the queries at the said email addresses not later than 21.02.2022 up to 5.00PM. The answers for above queries will be uploaded e-procurement portal <https://mhrd.euniwizarde.com> on 23.02.2022. Such queries and answers shall form part of the tender document and contract agreement. Queries raised beyond the stipulated date will not be entertained.

1.13 Opening of Tenders

The valid e-bids received through the e-Procurement portal before the deadline are will be opened at **04:00 PM on 02.03.2022** by representatives of IIMK and the bidders or their representatives they choose can be log into the e-procurement portal for getting the updates of the tender.

Financial Bid (BOQ)s of the technically qualified bidders shall be opened separately on a date fixed by IIMK and intimated to the bidders after scrutiny of the Prequalification Bid documents and appraisal thereof. In the event of the specified date of bid opening being declared a holiday for IIMK, the bids shall be opened at the appointed time on the next working day.

1.14 Authorized Signatory

If the tender is made by or on behalf of a company incorporated under the Companies Act (of 1956), it shall be signed by their Managing Director or one of the Directors duly authorized on that behalf. If it is made by a partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of Power of Attorney with the Tender authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

1.15 Acceptance Period

The tender shall remain firm for acceptance for a period of 90 days from the date of opening of tender. However, if required, the Institute will be at liberty to extend the validity period of this tender for additional period of 30 days. Any withdrawal during firm period will entail action as per 'Bid Security Declaration'.

1.16 Site Inspection

Every tenderer is expected to inspect the site at his own cost before quoting his rates. He must clarify all doubts regarding the nature of work/service if any before the submission of the Tender.

1.17 Contractors' Rates

The Contractors' quoted rates shall be all inclusive of cost/hire charges of all Implements, labour, ESI,PF, Income tax, WCT, GST, and all other taxes, duties and other incidentals. The Tenderer must have GST registration valid within the State.

1.18 Alterations in Tender Documents

No alterations shall be made by the tenderer in any of the tender document, and if any alternations are made or any special condition attached, the tender is liable to be rejected.

1.19 Acceptance of Tender

The acceptance of the tender rests with the Institute, which does not bind by itself to accept the lowest tender. The Institute also reserves the right to reject any or all the tenders, without assigning any reasons(s) thereof. The Institute also reserves the right of accepting the whole or any part of the tenders received and the tenderers shall be bound to perform the same at their quoted rates.

1.20 Quality

The Institute's decision with regard to the quality of work assigned to the contractor will be final and binding.

1.21 Commencement of work/ Period of completion

The Contractor shall commence the contract and deploy all the workmen within 10 days from the date of issue of the work order. The Contract is for a period of two year initially and extendable up to three years as per mutually agreed terms conditions and rates.

1.22 Income tax

Every tenderer shall furnish along with the tender the copy of the Income Tax PAN Card, unless the same has been already furnished to the Institute, without which his tender is liable to be rejected. The Institute will deduct amount towards Tax Deducted at Source (TDS) as per the latest Income Tax Rules, from all payments made to the Contractor.

1.23 Defects Liability Period

Any complaints \ defects happened during the Contract period but noted within 'Defect Liability Period' of 60 days, from the actual date of completion, will have to be rectified by the contractor at his own cost. In case of failure to do so, the Institute shall get the rectification done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be done immediately on receipt of written notice from the Institute.

1.24 Contract Signing

On getting the Work Order, the tenderer shall sign the necessary contract agreement in non-judicial stamp paper worth Rs200/- within 7 days of intimation in the prescribed form. Expenses for the agreement including cost of stamp papers etc. shall be borne by the Contractor. If the contractor fails to execute the Agreement within the time specified, then action shall be imposed as per the "Bid Security/EMD Declaration (Annexure-I)" submitted by the bidder.

In case of delay/ non-compliance action shall be imposed as per the "Bid Security/EMD Declaration (Annexure-I)" submitted by the bidder and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound by the terms of contract even though the formal agreement has not been executed and signed by the tenderer

1.25 Bid Security/EMD Declaration and Performance Guarantee (Security Deposit)

(a) The bidder must fill up and submit a 'Bid Security Declaration' in the specified format, Annexure-I in the excel sheet in the tender document. The tender received without 'Bid Security/EMD Declaration' or with 'Bid Security/EMD Declaration' in any form other than as stated above is liable to be rejected.

(b) Performance guarantee (Security Deposit): Within seven days of the award of the contract, the Contractor shall furnish to the Institute a Bank Guarantee/Fixed

Deposit/Demand Draft drawn from **Scheduled Commercial Banks** for a sum equivalent to 3% of contract value per annum as Performance Guarantee (Security Deposit) valid for the duration of the contract period + 2 months. The fresh Bank Guarantee to be submitted in case the Contract is extended.

1.26 Refund of deposit

Security deposit shall be returned after the successful contract period. The Security Deposit shall not bear any interest.

1.27 Payments

The monthly payment shall be based on the bill submitted by the contractor. The bill for previous month shall be prepared and submitted on first working day of the current month and payment shall be released within 30 days on submission of proper invoice as per the normal terms of the Institute. The contractor shall submit the bill along with copy of muster roll, EPF, ESI statement etc.

1.28 E.S.I. & Provident Fund Obligations

The Contractor shall include in his rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. The contractor shall obtain necessary registration for his employees and shall follow all rules and regulations required under the Act as may be in force from time to time. All employees engaged upon shall be covered under these schemes, as per the criteria and the required amount shall be deposited by him directly with the concerned authorities. In case any Employee is out of the provisions as per the Govt. rules for ESI, the employee shall be insured for accident death and disability for an amount not less than the annual gross salary and the charges for such insurance is recoverable from the employee.

All records in connection with the above shall be properly maintained by the Contractor and produced for scrutiny by the Institute as well as authorities of respective Govt. departments. Proof of registration with ESI & EPF shall be produced along with the bid.

1.29 Insurance:

The successful contractor shall take out **Contractor's All Risk (CAR)** insurance policy, in the name of the contractor, the beneficiary being **Indian Institute of Management Kozhikode (Kerala)** and the original policy shall be deposited with the Institute. The policy shall cover clauses as under:

i) The Contractor shall at all times indemnify and keep indemnified the Institute and its officers, servants, agents and any other guest or person moving in the Treatment plant premises from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of/to property or person of any Sub-contractor and/or the servants or agents of the contractor, any sub-contractor(s) and/or the Institute) and the contractor shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period specified in Clause 1.21 hereof take out and maintain all insurable liabilities under this Clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act and/or other Industrial Legislation from time to time in force in India with insurance company(ies) approved by the Institute, and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified, namely:

- a) **Workmen's Compensation Insurance** - to the limit to which compensation may be payable under the laws of the Republic of India.
- b) **Third Party Insurance** - body injury and property damage to the limit of not less than **Rs.1, 00,000/- (Rupees one lakh)** only) in each accident at each job site and to a limit of not less than **Rs. 5, 00,000/- (Rupees five lakhs)** only) for all accidents at all job sites.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the contractor's liability in terms of this Clause to the limit(s) specified.

- ii) Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing Sub-Clause, the Institute shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Institute in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.
- iii) **Period of Policies:** All insurance covers mentioned above shall be kept alive till the completion period of contract and defects liability period.

1.30 Postal Address for communication

Every Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderer by post at his said address shall be deemed to have reached the Tenderer in time.

- 1.31** In case it is proved / established at any stage that the cause of failure in AC system has taken place due to carelessness of his workmen, then the cost of damages of such components/ equipment, shall be recovered from the monthly bill or security deposit of the Contractor. The Institute is entitled to terminate the contract and avail the services at risk and cost of the contractor, either for the whole contract or any part and the contractor is liable for any loss which the Institute may sustain as a result of such risk in addition to penalty.

1.32 INSOLVANCY / PENALTIES/LIABILITIES on breach of Contract

The Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of agreement, the contract may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.

The Institute may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events:

- i. If the Contractor being an individual or a firm if any partner in the Contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into an arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
- ii. If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
- iii. If the Contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have

then accrued or shall accrue thereafter to the Institute for any expenditure, he is thereby put to but shall not be entitled to any gain on re-tender.

- iv. In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Institute shall have the right to bring to notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Institute shall have the right to immediately terminate the agreement.
- v. Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety/ security of the Institute including but not limited to;
 - i. Theft or pilferage of property of Institute
 - ii. Fire, flooding, breakage or damage
 - iii. Violence or physical attack on the Campus
 - iv. Any act or incident which may prove detrimental to the interests of Institute – the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate by the deemed authority. The decision of the Institute Authorities shall be final in such matters.
- v. The Contractor shall pay any claim made by the Institute for any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Institute shall have the right to forfeit the Security Deposit in full or part of any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Institute are fully settled. If the claim of Institute could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by Institute.

1.33 The courts at Kunnamangalam /Kozhikode alone shall have the jurisdiction to hear and decide and proceedings for the purpose of action and proceedings arising out of the contract.

APPENDIX - I

SUMMARY OF VARIOUS CLAUSES

1. Validity of Tender : 90 days. However, if required, the Institute will be at liberty to extend the validity period of this tender for additional period of 30 days.
2. Address, date & time of Submission : The Chief Administrative Officer,
Indian Institute of Management
Kozhikode, I.I.M.K. Campus (P.O.)
Kozhikode – 673 570
Date 02.03.2022 , Time 3:00 PM
3. Date of commencement : Within 10 days from the date of issue of the work order
4. Period of Contract : 2Years (extendable on Satisfactory Performance and mutual consent)
5. Amount of Security Deposit : 3% of Contract Value

Annexure I

[To be filled up and submitted in the specified format in the **Excel sheet**]

Bid Security/EMD Declaration Form

Bid No. _____ dt. _____

To
Indian Institute of Management Kozhikode
IIMK Campus P. O., Kozhikode,
Kerala, PIN - 673 570

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified/blacklisted from bidding for any contract with you for a period of one year from the date of notification of bid if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impaired or derogated from the bid, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) failed to execute the contract, if required, or (ii) failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand that this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiry of the validity of my/our Bid.

Signed: (signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Annexure II

[To be filled up and submitted in the specified format in the **Excel sheet**]

DECLARATION

- 1 I/We have gone through the terms and conditions of the tender as given above and have fully understood the significance of the same. I/We have visited the Institute and obtained all necessary clarifications from the concerned officials of the Institute on the work and services to be provided to the institute. I/We hereby accept all the terms and conditions and undertake to abide by the same if the contract is awarded to me/us.
2. It is clearly understood that, the persons deployed by us for the work/service in the Indian Institute of Management Kozhikode Campus will not be treated as employees of the Institute and I/We will be solely responsible for making all statutory payments to the persons so deployed and no employer-employee relationship will exist between the IIMK and the persons so deployed. The only relationship that exists between me/us and the IIMK is that of a Principal and Service provider.
3. I/We hereby agree that in case the Institute is made to suffer any loss/damage on account of any negligence or act on the part of any person or persons deployed by me/us in the IIMK campus, such loss/damage shall be made good by me/us and in case we fail to make good the same, the amount can be recovered from the Security Deposit kept by me/us with the Institute and in case the Security Deposit become insufficient to meet such sum, the Institute can proceed against me/us for recovery of the sum, in whatever manner it deems fit.
4. I/We hereby declare that the firm/company has not been blacklisted or debarred in the past by Union/State Government organization for taking part in Government tenders in India.
5. I/we understand that the details of the sales and services as provided above e-tender are subject to change. I/We agree that in case of any change in the quantities required for any of services, I/We would be supplying the same at the rates as specified in contract. I/We agree to adhere to the prices given above even if the quantities undergo a change.

Place: For and on behalf of the -----

Date:

(Official Seal) (Authorized Signatory)

Annexure III

[To be filled up and submitted in the specified format in the **Excel sheet**]

PROFILE OF THE VENDOR

(All fields are mandatory)

I. Name of the Contractor :

II. Address for communication:

III. Contact details

a. Telephone Number :

b. Mobile Number :

c. Email ID :

IV. GST No. :

V. EPF Registration details:

VI. ESI Registration details :

IV. TENDER FORM

Indian Institute of Management Kozhikode
I.I.M.K. Campus P.O.
Kozhikode 673 570

Dear Sirs,

Sub: -Operation of Air-Conditioning Systems in IIMK Campus- As per Annexure-VII.

With reference to the tender invited by you for the above work, I/we write this after having:

- (a) Examined in detail, the specifications, schedule of quantities, instructions to tenderers, draft agreement and the conditions of contract annexed thereto (here-in-after called the Contract Documents) relating to the above work.
- (b) Visited and clarified all doubts regarding the work, if any.
- (c) Acquired the requisite information as affecting the tender.

I/We undersigned, hereby offer to undertake the above work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced schedule of quantities.

We undertake to deploy labour as per the contract within a period of 10 days from the date of issue of intimation by you that our tender has been accepted.

We hereby submit 'Bid Security/EMD Declaration' in the specified format and I/we do hereby agree that this sum shall be forfeited in the event of the Institute accepting my/our tender and I/We failing to take up the contract when called upon to do so.

I/We further agree to the deposit an amount of 3% of contract value as PERFORMANCE GUARANTEE (Security Deposit) within 7 days of the award of the contract in the form of a Bank Guarantee valid for the duration of the contract period.

Yours faithfully,

Name of the Partners of the Firm

OR

Name of the persons having Power-of-
Attorney to sign the contract.

V. DRAFT AGREEMENT

ARTICLES OF AGREEMENT (Agreement No.IIMK/ENGG/ELE/..... /2021-22)

This Agreement entered into this day of, 2021 between INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE, IIM Kozhikode Campus P.O. Kozhikode – 673 570 (hereafter called 'The Institute' which expression shall, wherever the context so requires or admits, mean and include its successor) on the one part and

M/s
..... (Hereafter called 'the Contractor' which expression shall, whenever the context so requires or admits, mean and include its successor) on the other part.

WHEREAS the Institute is desirous of outsourcing the "Operation of Air-Conditioning Systems in IIMK Campus- As per Annexure-IV (hereinafter called the Work) and has caused Specifications and Schedule of Quantities describing the work to be done under the direction of the Institute.

AND WHEREAS the contractor has supplied the Institute with a fully priced copy of the said Schedule of Quantities (which copy is hereinafter referred to as 'The Contract Bill')

AND WHEREAS the said contract bills have been signed by or on behalf of the parties hereto:

AND WHEREAS the contractor has furnished a Bank guarantee / fixed deposit/ DD for the sum of Rs. _____ (Rupees _____) issued by _____ Branch of _____ Bank (B.G. No./FD/DD No. _____ dated _____) as performance guarantee to the Institute.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them under Section 'Definitions in the General and Special Conditions of Tender Document issued by the Institute and accepted by the Contractor while submitting his bid dated _____.
- 2.a) The following documents included in the tender bid shall be deemed to form and be read and construed as part of this Agreement along with amendments negotiated and confirmed in various subsequent letters exchanged as mentioned hereinafter:
 - I. Instructions for vendors.
 - II. Special instructions to bidders
 - III. Notice inviting tender
 - IV. Tender form V. Draft agreement
 - VI. General conditions of contract
 - VII. Safety code
 - VIII. Special Conditions governing the contract
 - IX. Bid Security Declaration (Annexure-I)
 - X. Declaration (Annexure-II)
 - XI. Profile of Vendors(Annexure - III)
 - XII. Summary of Experience (Annexure-IV)
 - XIII. Response Format (Annexure- V)

- XIV. Guidelines for quoting (Annexure-VI)
- XV. Indicative list of AC equipment (Annexure-VII)
- XVI. Schedule of Quantities (Price-Bid)

b) The following documents shall also be deemed to form and to be read and construed as part of this Agreement and shall be complementary to one another.

I) Letter No. _____ dated _____ of Institute for inviting Tender.

II) Letter No. _____ dated _____ of Contractor submitting the Tender Bid.

III) Work Order No. _____ dated _____ of the Institute.

IV) _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

For the consideration hereinafter mentioned, the contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the contract drawings and described by or referred to in the Contract Bills and in the said conditions.

The Institute will pay the contractor the sum of Rs _____ (Rupees _____) (hereinafter referred to as the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their parts respectively on such conditions contained.

AS WITNESS set our hands on this _____ day of _____ 2021

Signed for and on behalf of the Institute

In the presence of

Witness

Name :

Address :

Signed for and on behalf of the Contractor

In the presence of

Witness

Name :

Address :

VI. GENERAL CONDITIONS OF CONTRACT

1. Definitions and interpretations.

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) Institute means Indian Institute of Management Kozhikode (IIMK), or its authorized representative.
- (b) Contractor shall mean the successful tenderer to whom the contract has been awarded.
- (c) Contract shall mean and include the following:
 - I. Instructions for vendors.
 - II. Special instructions to bidders
 - III. Notice inviting tender
 - IV. Tender form V. Draft agreement
 - VI. General conditions of contract
 - VII. Safety code
 - VIII. Special Conditions governing the contract
 - IX. Bid Security Declaration (Annexure-I)
 - X. Declaration (Annexure-II)
 - XI. Profile of Vendors(Annexure - III)
 - XII. Summary of Experience (Annexure-IV)
 - XIII. Response Format (Annexure- V)
 - XIV. Guidelines for quoting (Annexure-VI)
 - XV. Indicative list of AC equipments (Annexure-VII)
 - XVI. Schedule of Quantities (Price-Bid)
- (d) Site/Plants shall mean the actual place in, over or under which work is to be done, allotted by the institute for the purpose of carrying out the contract.
- (e) Work shall mean the work or works contracted to be executed under this agreement i.e Operation of Air Conditioning systems in IIMK Campus- As per Annexure-VII
- (f) Contract price, shall mean the sums referred to in the formal agreement, if any or the work order.

2. Clarification before submitting tender

Should the contractor notice any discrepancy or error in the conditions, schedule etc, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender failing which the Institute shall have the right to ask the contractor to execute the work

according to the statement made or quantities or units shown in the tender without any compensation

3. Communications to be in writing

All references, communications, correspondences made by the Institute and their representative or the contractor concerning the works shall be normally in writing unless otherwise specified, and no reference communication or compliant which is not in writing shall be recognized.

4. Occupation and use of land

No land/ building belonging to or in the possession of the Institute shall be occupied by the contractor. The contractor shall not use or allow to be used the site for any purpose other than the contract.

5 Damage to persons and property

The contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries or damages to any person or property what so ever which may arise out of or in consequence of the maintenance work and against all claims, demands, proceedings, damages, costs, charges, expenses whatsoever in respect thereof or in relation there to.

6 Co-operation with other agencies

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Institute. The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously

7 Safe storage of materials

The contractor shall be responsible for the safe storage of materials supplied by the Institute for execution of the works/services. Surplus materials or materials lost or damaged or un-accounted for or made unserviceable by the contractor shall be charged at the prevailing market price.

8. Safety, Health and Welfare of work people

The contractor shall be responsible for providing for all costs and charges incurred by complying with all safety health and welfare regulations, pertaining to staff and work people employed on the site including registration with the labour dept. of Govt of India/ Kerala (which is applicable). The contractor shall be responsible for and shall allow for providing medical facilities including emergency medical facilities for his staff.

9 . Preservation of peace

The contractor shall take requisite precautions to prevent any riots or unlawful behavior by or amongst his workmen and/or others employed on the works by him for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works.

10 Age limit of labour.

The age limit for employment of labour shall be in strict accordance with the existing labour legislations.

11. UNSATISFACTORY PERFORMANCE, CONSEQUENCES THEREOF & TERMINATION OF CONTRACT

- a. The Contractor shall work in close consultation with and as per the guidance and direction of the Institute's Officer In-Charge/ Engineer.
- b. In addition, in the event of unsatisfactory service or any failure at any time on the part of Contractor to comply with the terms and provisions of this Contract to the satisfaction of Institute, the Director of IIMK shall be the sole judge and his decision shall be final and binding. The Contractor shall be liable to be fined for an amount not less than Rs1000/- (Rupees One Thousand only) on every single occasion or equal to the loss incurred to the Institute due to the unsatisfactory service, on the sole discretion of the Institute.
- c. The Contractor shall at all times ensure that his performance is satisfactory, failing which Institute shall be at liberty to get the affected work done through any other agency, at the risk and cost of the contractor and the same shall be recovered from any money due to him or from his security deposit.
- d. Furthermore in case of repeated failures / unsatisfactory performances on the part of the contractor, it shall be open for to the institute serve a show cause notice to the contractor to this effect. If the reply to the show cause notice, to be received within 7 days, is found to be unsatisfactory, then the Institute shall be at liberty to terminate the Contract without further notice.

In the event of such termination of the Contract, the Institute shall be at liberty to (i) forfeit the Security Deposit as it may consider fit, (ii) get the balance work done at the risk and cost of the Contractor by making an alternative arrangement as deemed necessary. (iii) Recover any extra expenditure in excess of the Security Deposit, proposed to be forfeited, by deducting the said amount from any pending bills of the Contractor under this contract. In such a case, the Contractor will not be entitled for any compensation.

However, the Contract can be terminated by either party on mutual consent by giving a notice of 90 days.

11. Terms & Conditions of Service

I. General

The Contractor will supervise for effective operation, maintenance and performance of various Air-conditioning units such as Chiller plant, VRF, Ductable, Split AC etc. (henceforth referred to as the "Plants") at the premises of Indian Institute of Management Kozhikode (henceforth referred to as the "Institute") for the duration of

two years, extendable for further duration by mutual consent. (Hereinafter referred to as "the Contract Period").

II. Contractor's Responsibilities:

1. The Contractor shall:
 - a. Deploy skilled personnel with basic qualifications as applicable, if the deployed staff are not familiar with the 'AC systems in IIMK', at least 7 days prior to the commencement of the contract so as to fully familiarize them with the proper functioning of the Plants for which no separate payment will be made. The contractor's quoted rates shall include all such expenses.
 - b. Verify the details of equipment and components of the installation while taking over the Operation of Air Conditioning Systems in IIMK Campus as per Annexure-VII. The list of AC equipments in the Annexure-VII is only for indicative purpose. Additional AC units installed in the respective buildings in the Campus in future will also come in this contract for operation of the same without any additional cost. The contract does not involve any material supply.
 - c. Deploy a minimum of 1 (One) Highly skilled person as Supervisor on day shift and 7 (Seven) skilled persons as Operators on a 3-shift work basis (Two Operators per shift) as may be required by the Institute during the contract period.
 - d. Maintain an attendance register and report to the Institute on a daily basis
 - e. The contractor should arrange required tools, uniform, gloves, rain coats, safety shoes, gum boots, etc prior to the commencement of the Contract and on required intervals at his own cost.
 - f. Maintain a log of all activities like equipment operation, maintenance carried out, etc. on a shift-by-shift basis regularly.
 - g. Comply with all applicable laws, statutory rules and regulations relating to the provisions of the service
 - h. Follow all the safety norms, occupational health and environmental regulations as directed by the Company
 - i. The Contractor shall be responsible for maintaining a proper shift schedule and maintaining the shift.
 - j. The Contractor shall furnish a list of staff, with complete bio-data for the approval of the Institute. If the persons are not found acceptable to the Institute for any reasons, they should be immediately removed. In other words, "the Institute" shall be entitled without assigning any reason to object to the choice of personnel by the Contractor. The persons deployed by the contractor have to be issued Identity Cards.

- k. The Supervisor shall maintain proper co-ordination between the staff in different shifts; maintain shift timing, schedules and all statutory records related to contract employment. These records should be made available to the authorities of the Institute and/or other Government officials for verification. The Contractor hereby agrees that the services undertaken by them will be provided to the entire satisfaction of the Institute and the persons deployed or the persons whom the Contractor engages to provide the services undertaken by them and there does not, and shall not exist any employer-employee relationship between the persons deployed by the Contractor on the one hand and the Institute on the other hand for any statutory benefits and entitlements.
 - l. The contractor shall maintain the same persons till the end of contract and any change during the contract period will be only with the concurrence of the Institute.
 - m. The Contractor, Supervisor & Staff shall perform the services, to the complete satisfaction of the Institute, and they will report to the Engineer in charge of the Institute.
 - n. The transport arrangements for the staff within the campus and to outside will be the responsibility of the Contractor.
2. The contractor will ensure the following regarding the personnel being deployed:
 - a. Will be over 18 years of age
 - b. Will have no Police Record
 - c. Will have no record of alcohol or drug abuse
 - d. Will have no chronic or contagious diseases
 - e. Will be physically and mentally fit be a trained and competent person.
 - f. Will be provided with Personnel Protective Equipment (Safety Helmet, High Visibility Overalls, Safety Shoes, Working Gloves, etc) and Identity Cards.
 3. On commencement of work/service, the employees will follow all the safety norms, traffic routings and guidelines. Personnel Protective Equipment must be worn whenever a person is within the plant area.
 4. The Contractor shall have the discretion to add, remove and replace any of its employees deputed on the premises at any time during the contract period. However, written permission to be sought from the Institute for doing so.
 5. The Contractor shall establish an Emergency operations procedure along with method statement and submit it to the Institute. The Emergency and the after office hour's contact numbers with responsible person's names must be provided to the Institute.
 6. The Contractor shall ensure that his personnel do not remain in the said premises after completion of their fixed timing or on completion of the work, without prior permission of the Institute.

7. The Contractor shall ensure that his personnel, while in the said premises or while carrying out their duties and obligations, observe standards of cleanliness, decorum, safety and general discipline laid down by the Institute and the Institute shall be the sole judge as to whether or not the Contractor and / or his personnel have observed the same.
8. The Contractor shall make necessary arrangement for permits / badges / identity cards for the Contractor's employees and expert to visit the said premises.
9. The scope and nature of services to be provided are as follows:-
 - a. Operation of Air Conditioning Systems in IIMK campus- As per Annexure-VII. Annexure-VII is only an indicative list of AC equipments. The number of AC units shall be increased in the respective buildings inside the Campus as per the requirement of the Institute in future, which shall also be the part of this contract for Operation of the AC units without any additional payment.
 - b. Operation and up keeping of all equipments/Machineries/ panel boards / Pumps etc involved in the various Air Conditionings Sysems in IIMK Campus.
 - c. Any other services related with AC operation as and when necessary and as required by the Institute in the plant, such as doing strict follow-up with the various AMC agencies of the AC units in the Campus and co-ordination with the various AC AMC agencies for trouble free operation of the AC units.
 - d. The Contractor shall keep upon the location a competent Supervisor and any instructions given to the Supervisor by the Institute shall be deemed to be given to the Contractor
 - e. Workmanship supplied by the contractor will be subject to industry standard warranties
 - f. The Contractor shall be liable for and make good any damage caused to the said premises or the equipment or any part thereof or therein by any act of commission, default, misconduct or negligence of the Contractor or his personnel or agents.

III Institute's Responsibilities

1. In consideration of the services provided by the Contractor, the Institute shall pay to the Contractor the contracted monthly sum within 30 days after the receipt of proper bills.
2. The Institute can review the Scope of Works rendered by the Contractor from time to time and required changes, if any to the Contractor's operations.
3. The Institute shall have the discretion to direct the Contractor to remove and replace any of its employees deputed with adequate notice.

IV Legal Compliances

1. The Contractor shall, at his own expense comply with and give all notices required by any statues, Act, Law, Regulation, Ordinance or By-Law of any Authority which has jurisdiction affecting the Works of the Contractor's employees, consultants and agents

2. Take out adequate insurance for the contractor's personnel for any injury / loss of life or property, as may be required by law and to the satisfaction of the Institute
3. Indemnify, keep indemnified and hold the Institute harmless from any loss, damage and claim arising in relation to the provision of services rendered by the Contractor under this Agreement.
4. The Contractor shall pay the personnel engaged by him not less than the minimum wages prescribed under the Minimum Wages Act or any other legislation and extend to his personnel all benefits as notified by the labour department/Govt. of India. The Contractor shall obtain registration under ESI Act, EPF Act. Contract Workmen Regulation & Abolition Act, etc. The contractor shall submit proof for having registered under ESI Act, EPF Act, contract workers regulation & Abolition Act etc while submitting their bid. Failing which the offer submitted by the contractor shall liable to be rejected.
5. In case any dispute, the decision of the Director, IIMK shall be final and binding on the Contractor.
6. The contractor and the Institute hereby submits to the jurisdiction of the court situated at Kunnamangalam/Kozhikode for the purpose of action and proceedings arising out of the contract and the courts at Kunnamangalam/Kozhikode alone shall have the jurisdiction to hear and decide action and proceedings

APPENDIX - II
BANK GUARANTEE PROFORMA OF PERFORMANCE GUARANTEE

BANK GUARANTEE NO:

DATED :.....

Amount

Valid up to:

M/S INDIA INSTITUTE OF MANAGEMENT KOZHIKODE,
IIM Kozhikode Campus P.O
Kozhikode – 673 570.

1. In consideration of “Indian Institute of Management Kozhikode” (hereinafter called “The Institute”) having agreed to exempt M/s(Name & Address)..... (Hereinafter called the said “Contractor”) from the demand under the terms and conditions of the Tender No. and Work order No.dated made between the Indian Institute of Management Kozhikode having its office at IIMK Campus. P.O, Kunnamangalam, Kozhikode – 673 570 and M/s for the(Name of work)in the Campus of IIMK (hereinafter called the said “agreement”) of security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for ` (in words)

2. WE, (Name of Bank)... Branch a body constituted and established under the ----- Act and having our registered office at (Hereinafter referred to as “the Bank”) at the request of M/s the said Contractor do hereby undertake to pay the Institute an amount not exceeding ` (in words)

3. We the bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding ` (in words)

4. We, the Bank undertake to pay to the Institute any money so demanded not withstanding any dispute or disputes raised by the said contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this presents being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said contractor shall have no claim against us for making such payment.

5. We, 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 Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Institute certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or tilldate.... whichever is earlier.

6. We, the Bank further agree with the Institute that the Institute shall have the fullest liberty without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor or by any such matter or thing, whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.

8. We, the Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Institute in writing.

9. This guarantee shall be valid up to(date).... The Bank may extend the guarantee at its discretion, on a written request from the Institute, provided the request is received by the Bank within the validity of the Guarantee i.e.date....

10. Notwithstanding anything contained herein above.

a). Our liability under this guarantee shall not exceed `(in words)

b). This Bank Guarantee shall be valid up to ...(date).. inclusive of claim period.

c). Our liability to under this guarantee will arise only if we receive a notice in writing from the Institute on or before ...(date) ... advising us of the said contractor's failure leading to our liability hereunder.

The Bank do hereby declare that Mr. The Bank do hereby declare that Mr., who is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This Guarantee will be valid up to(date) ...

VII. SAFETY CODE

1. The Contractor shall be responsible for the safety of the workmen employed by him and he shall be liable to pay the necessary compensation in case of accidents as per the workmen's compensation act.
2. Suitable and strong scaffolds/stage should be provided for workmen for all works that cannot safely be done from the ground or from a solid construction except such short period work as can be done safely from ladder.
3. Scaffolding or staging more than 3.6 M above ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braised and otherwise secured at least 90 cms.above the floor or platform of such scaffolding and extending along the entire length of the necessary for the delivery of materials. Such scaffolding or staging shall be so fastened to prevent it from swaying from the building structure.
4. Working platform, gangway, stairways etc. if needed, should be so constructed that they should not sag unduly or unequally. Such gangway, stairway etc. should have adequate width and should be suitably fastened as described in the para above.
5. Suitable fencing or railing of 90 cms minimum height should be provided for every opening made by the contractor in the floor of building or in a working platform to prevent the fall of persons or materials.
6. Safe means of access shall be provided to all working platform and other working places.
7. Adequate precautions shall be taken to prevent any kind of danger from electrical equipments.
8. The contractor shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person, for injury sustained owing to neglect of the above precaution and to pay damage and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise claim by any such person.
9. Suitable face masks should be supplied for use by the workers while working in dusty environments.
10. All scaffolds / stage, ladders and other safety devices mentioned or described here in shall be maintained in safe and good condition and no scaffold/stage and ladder or equipment shall be altered or removed while it in use.
11. Contractor should insist the workmen to use safety gloves of appropriate standard for all their employees and to be insisted to wear the helmet while on duty.

12. The contractor should provide adequate training for the work men for fire protection/prevention, use of fire-fighting devices in the campus.
13. There shall be maintained at readily accessible place at work site, first aid appliances including adequate supply of sterilized dress (medical) and sterile cotton wool.
14. An injured person shall be taken to a public hospital without loss of time in cases where the injury necessitates the help of a doctor or hospitalization.
15. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay damage and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise claim by any such person.
16. Hoisting machines and tackles used in the work including their attachment anchorage and supports shall be in perfect condition.
17. The ropes and pulleys etc. used in hoisting or lowery materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
18. All scaffolds / stage, ladders and other safety devices mentioned or described here in shall be maintained in safe and good condition and no scaffold/stage and ladder or equipment shall be altered or removed while it in use.
19. Contractor should provide safety helmets for all their employees and to be insisted to wear the helmet while on duty
20. There shall be maintained at readily accessible place at work site, first aid appliances including adequate supply of sterilized dress and sterilized cotton wool.

VIII. SPECIAL CONDITIONS GOVERNING THE CONTRACT

1. The tenderer shall fully comply with all the applicable laws, rules and regulations relating to PF, ESI, Minimum Wages, Workmen's Compensation Act, Contract Labour (Regulation & Abolition) Act, Migrant Labour Act, and/or such other Acts or Laws or Rules or Regulations passed by the Central/State/Local Government and/or any other act as may be relevant and applicable to him from time to time and must be conversant with maintenance of related records like certificates of registration, issue of employment card, maintenance of various registers, rendition of periodical returns, etc. Contractors who do not meet the qualification criteria or who submit bids not substantially responsive to the bidding, their bid documents will be rejected. Tenders without proof of claims/documents will not be considered for evaluation.
2. The tender/bid should be accompanied by a 'Bid Security/EMD Declaration', 'Declaration', 'Profile of vendors', 'Summary of experience' and 'Response format' in the specified format in the excel sheet in the tender document. Tenders without these Annexures – I, II, III, IV & V filled up in the specified format in the excel sheet in the tender document, will be summarily rejected.
3. Action shall be taken against the bidder as per the 'Bid Security Declaration' if the Contractor selected for the work/service fails to accept and sign the formal agreement or to start the work/service on the date stipulated in the work order.
4. The prospective tenderers may satisfy themselves about the requirements by visiting the Institute on any working day (Monday to Friday) between 10:00 a.m. to 04:00 p.m. Offers must be firm and no price revision will be accepted during the period of the contract except the minimum wage revision by the Government. Any changes in government levies / taxes shall be payable at actuals.
5. Income-Tax (TDS) at the prevailing rate will be deducted from the monthly bill of the Contractor. GST @ 18% is applicable.
6. The number of personnel required for Operation of various Air Conditioning Systems are as mentioned in the Table No:1.
7. Extra manpower, if required, should be provided on the same terms and conditions.
8. The Contractor or his nominee shall ensure his presence at a short notice when required by the Institute.
9. No residential accommodation, subsidized food or transport will be provided to the personnel deployed by the Contractor.
10. Contractor should provide its personnel with appropriate uniforms (seasonal and protective clothing), rain coat, Gum boot, etc. as required.
11. Tools, tackles, scaffolding, ladder, etc., consumables such as gloze, etc. required for the operation and maintenance will be borne by the Contractor.
12. Payment will be made on monthly basis to the Contractor. They must submit bills every month by 5th for effecting payment. The monthly bills will be settled in 30 working days on submission of proper invoice.
13. The Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI and EPF in respect of the persons deployed, in their respective names, before submitting the bills for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI and EPF contribution will be withheld till submission of required documents.

14. EPF and ESI remittances in respect of the personnel deployed at IIM Kozhikode should be made in the concerned offices in Kozhikode and individual wise details should be provided to the Institute. The Institute may monitor such payments as per statutory obligations.
15. The Contractor shall make payment of wages etc. to the workers and supervisors deployed by him by **3rd of every month** in the presence of an authorized representative of the Institute so that there is no disruption on the performance of duties of the deployed persons.
16. The actual payment made by the Institute to the Contractor will be based on the actual deployment of workers. In other words, if on any day the number of workers deployed is less than that specified in the contract, the payments will be adjusted accordingly.
17. The Contractor will pay rates and wages and observe hours of work and conditions of employment as per existing rules under Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, etc. It shall be his responsibility to ensure that he pays his workmen wages which are not lower than the minimum wages as prescribed from time to time by the Government. He must comply with and carry out all the provisions and obligations under the said Acts and Rules and furnish all information(s) to the Director, IIM Kozhikode as may be required. He shall indemnify the Institute against any penalties/claims arising from any default on his part.
18. The Contractor shall be solely responsible for all the claims of his employees and the employees of the Contractor shall not make any claim whatsoever against the Institute.
19. The Contractor shall be solely responsible for maintenance all records as stipulated under various rules and regulations.
20. The Contractor or his nominee should visit the Institute once in a month to ensure that there is no deficiency in the services being provided.
21. Deployment of office staff required for smooth conduct of the services will be the responsibility of the Contractor and no additional amount, apart from that mentioned in the Price Bid as service charges of the Contractor, shall be payable by the institute.
22. The Contractor shall obtain adequate insurance policy in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work, etc.
23. The Agency that offers services under this tender should have a clear recruitment and exit policy for the personnel.
24. The contract shall be for a period of **two years** subject to review after six months and satisfactory performance by the agency. Depending on the performance of the Contractor

and on mutual agreed terms and conditions, IIM Kozhikode reserves the right to renew the contract subsequently.

25. The successful bidder shall execute an agreement on a Non-judicial stamp paper of appropriate value before taking up the contract agreeing to abide by all the terms and conditions mentioned herein (agreement format attached).
26. Before signing the agreement, the Contractor shall deposit required amount of Security Deposit in the form of Bank Guarantee / Fixed Deposit Receipt from a Nationalized Bank, in favor of IIM Kozhikode.
27. The amount of Security Deposit will be returned to the Contractor after satisfactory completion/termination of the contract and after adjusting the dues, if any, payable by the Contractor to the Institute. Security Deposit will not accrue any interest.
28. Police verification of antecedents of the persons to be engaged at IIM Kozhikode will be obtained by the Contractor in advance before they are deployed for the work.
29. Contractor shall ensure that the persons are punctual, disciplined and vigilant in performance of their duty. The Contractor shall engage medically and physically fit persons only and they shall be duty bound to display the same at the time of providing the service. The Contractor shall not deploy personnel above the age of 60 years at the time of signing of the contract.
30. The Contractor shall communicate the names, residential address, age etc., of the persons deployed for duties at the Institute. The Contractor shall issue Identity Cards to the persons and they shall be duty bound to display the same at the time of providing the service. The Identity Card to be displayed prominently.
31. The Director of the Institute or any person authorized by the Director shall be at liberty to carry out surprise check on the persons deployed by the Contractor in order to ensure that required numbers of persons are deployed and that they are providing the service properly.
32. (a) The persons deployed by the Contractor for the work shall be the employees of the Contractor for all intents and purposes and in no case, shall a relationship of employer and employee between the said persons and the IIM Kozhikode accrue implicitly or explicitly.

(b) The persons so deployed shall remain under the control and supervision of the Contractor and he shall be liable for payment for their wages etc. and all other dues which the Contractor is liable to pay under various labour regulations and other statutory provisions.

(c) The Contractor shall ensure that all the employees get minimum wages as per the Minimum Wages Act, 1948 read with Minimum Wages (Central) Rules for Kozhikode (B region), and such other benefits as are admissible under various labour laws. He shall provide full information in respect of wages etc., paid to his employees so deployed in conformity with the provisions of Contract Labour (Regulation and Abolition) Act, 1970.

(d) The Contractor shall deploy his persons in such a way that the persons get weekly rest, the working hours/leave for which the work is taken from them, under relevant provisions of Minimum Wages Act, and such other Acts as applicable. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time or furnishing any information, or submitting or filing any settlement under the provision of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Institute a sum as may be claimed by the Institute.

(e)The working hours of the persons engaged under the contract would be round the clock under shift duty in case of Operators& Day time duty for Supervisor.

34. All bids shall remain valid for 90 days after the date of tender/bid opening. A bid valid for a shorter period shall be rejected by IIMK as non-responsive. In exceptional circumstances IIMK may request the bidder to extend the period of validity.
35. All bids should be done through Ministry of Education's online procurement portal at <https://mhrd.euniwizarde.com> .
36. The bid must be submitted as per the deadline detailed above. Any bid received in the Institute after the deadline will be rejected. IIM Kozhikode is not responsible for postal delay of any kind.
37. Before award of Contract, if any bidder withdraws his bid within the validity period of 90 days or makes any modification in the terms and conditions of the bid which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to impose action as per 'Bid Security Declaration'
38. During evaluation of the bid, IIM Kozhikode may ask for clarification of the bid. Request for clarification will be in writing and the response shall be in writing. No other correspondence regarding the status of the bids will be entertained.
39. If any relative of the tenderer is an employee of IIM Kozhikode the name, designation and relationship of such employee shall be intimated to the Director, IIM Kozhikode, in writing while submitting the tender.
40. During evaluation of price bid if there is a discrepancy between words and figures, the amount whichever is higher of the two will be taken as the bid price.
41. The Contractor should get the security clearance by the State Government authority for the persons deployed by him. The Contractor shall deploy only those whose antecedents have been verified by the Police authorities.
42. The Contractor should furnish a list of personnel deployed by him in IIM Kozhikode on Form XIV Employment Card to the Institute with details like name, age, qualification, present and permanent addresses, previous employment details, etc. for records.

Deployment of any fresh staff in replacement should only be with the prior permission of the Institute.

43. The Contractor and the persons employed by him shall not divulge to outsiders any information about the installations or the employees as well as activities of the Institute.
44. Contractor has to ensure that any loss/damage to goods or property of IIM Kozhikode due to negligence on the part of the personnel of the Contractor shall be made good by the Contractor within 7 days of the date of its communication to him. Non-compliance of the same shall entail forfeiture of the security deposit along with recovery of the loss in part or full from the dues of the Contractor and/or termination of the contract.
45. No report/complaint for any loss/damage to property of IIM Kozhikode shall be lodged with police by the Contractor or his staff, without the written approval of Director, IIM Kozhikode.
46. The Agency/Contractor will not sub-let the contract for these services to any other agency or individual(s).
47. It shall be the duty of the Contractor to remove all the persons deployed by him on termination of the contract for whatsoever reason and ensure that no person create any disruption/hindrance/problem of any nature to the Institute.
48. The Contractor must maintain the following important Forms and Registers among others *as per Contract Labour (Registration & Abolition Act 1970)* and such other acts.
 - a. Form XIII - Register of Workmen employed by Contractor
 - b. Form XIV - Employment Card
 - c. Form XVI - Muster Roll
 - d. Form XVII - Register of Wages
 - e. Form XIX - Wage Slip
 - f. Form XX - Register of deductions for damage or loss
 - g. Form XXI - Register of Fines.
49. In the event of any question, dispute, difference arising under the agreement or in connection herewith (except where resolution has been specifically provided under the agreement) the same shall be referred to the Sole Arbitration of the Director, IIM Kozhikode or his nominee. The award of the arbitrator shall be final and binding on both the parties.
50. Any disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Kozhikode, Kerala and only the courts in Kozhikode shall have jurisdiction to determine the same.
51. The tenderer shall accept all terms and conditions and shall sign the tender forms with the official seal of the firm/agency for having accepted all the conditions.

52. The Director, IIM Kozhikode reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final.

53. Contractor must ensure that the following document/proof are attached along with the tender or otherwise the tender submitted stands rejected:

- a. Tender form duly signed in all pages along with response sheet, Price Bids (schedule of Quantities).
- b. Document on proof of the constitution of Company/Firm/Partnership etc.
- c. Documentary proof for local office address (Kozhikode/Kunnamangalam)
- d. Bid Security/EMD Declaration in the specified format in excel sheet(Annexure-I).
- e. Copies of Work Orders on proof of annual turnover of at least 43.00 Lakhs for one work or 32.00 Lakhs each for two works or 21.50 Lakhs for three works during last seven years.
- f. Certificates/ Copies of work orders showing minimum experience of three years in operation of various AC systems in Government Departments/PSUs/Nationalized Banks/large industrial units of repute/ Companies.
- g. Proof of sufficient number of Supervisor & work men on a need basis for a single client.
- h. Copy of Certificate for having registration with EPF.
- i. Copy of Certificate for having registration with ESI.
- j. Copy of PAN and Copies of Income Tax returns for last three years.
- k. Copy of Certificate for having registration for GST.
- l. Power of attorney in favour of authorized signatory, if required so.
- m. Declaration in the specified format in excel sheet(Annexure-II).
- n. Profile of Vendors in the specified format in excel sheet(Annexure-III).
- o. Summary of Experience in the specified format in excel sheet(Annexure-IV).
- p. Response format in the specified format in excel sheet (Annexure-V).
- q. Any other documents as per the tender conditions.

If the contract agreement is executed the validity of the agreement will be initially for a period of two years from the date of commencement. However, the contract can be

terminated any time by giving a **notice of three months** by either of the parties. It can be extended for any further period by mutual consent with the same terms and conditions or with modifications as mutually agreed.

54. The work/services to be carried out should be in accordance with BIS Standards /Manufacturers specifications and best trade practices as approved by the Institute.
55. Qualification/Experience of Supervisor: Diploma in Refrigeration& Air-Conditioning/Mechanical Engg/Electrical Engg and having 5 years experience or I.T.I. in Refrigeration & Air-Conditioning (2 year course) with 10 years' experience or any AC mechanic (1 year) course with 15 years experience in relevant field from a similar institution or industry. The copy of the Bio-data of the person appointed by the contractor should be submitted well in advance, and Institute has the right to accept/reject the Supervisor produced by the contractor, if the qualification/experience is not satisfactory.
56. Qualification/Experience of Operator: I.T.I. in Refrigeration & Air-Conditioning (2 year course) with 3 years experience or any AC mechanic (1 year) course with 5 years experience in the relevant field from a similar institution or industry. Those who have ITI (2 year course) and 2 years experience in Operation of Air-Conditioning Systems in IIMK or any AC mechanic (1 year) course with 3 years experience in Operation of Air-Conditioning Systems in IIMK will also be considered. The copy of the Bio-data of the person appointed by the contractor should be submitted well in advance, and Institute has the right to accept /reject the work men produced by the contractor, if the qualification experience is not satisfactory.
57. All the Workmen employed by the Contractor should be of good antecedents and character. The Contractor will have to take prompt action and replace any workman who does not obey the instructions of the Officer-in-Charge/Engineer of the Institute.
58. The Contractor will have to furnish a list of the workmen, employed by him. Each workman should be given a **distinct uniform** as well as an **identity Card** bearing the Contractor's Stamp. If the services of any particular workmen engaged by the contractor are discontinued, the Contractor shall recover the identity card issued to that work men and also inform, in writing of the change to the institute. The identity card shall be prominently displayed outside the dress.
59. The Operating staff will be functioning round the clock 365 days - including all Holidays and Sundays. The contractor shall ensure that the AC operation will be made available to the Institute round the clock on all days (including holidays). The Contractor shall arrange the manpower accordingly and the prescribed number must be present always.
60. The Contractor shall maintain all records/registers, in connection with the maintenance work, such as Maintenance diary to record day to day work, complaint register, attendance register etc. Any additional documentation as may be required by the Institute from time to time shall be maintained by the contractor.
61. All Tools and Tackles for the proper execution of the contract will have to be arranged by the Contractor at his own cost.

62. Minor emergency breakdown/failure of any equipment shall be attended/informed respective AMC agency of the affected AC units, before which electrical in charge must be kept informed
63. The contractor or supervisor or work men need not wait for written instructions from the Institute and any instructions at emergency situation directly or over phone shall be carried out without delay.
64. Follow up with the other various AC AMC agencies shall be done and any delay in attending the services/breakdown by AMC agencies of the respective AC units shall be informed to Engineer – In charge or Institute representative.
65. The workmen of the Contractor are not allowed to enter any premises/offices/rooms/cabins of the Institute without permission. They should not interfere with any activities of the Institute without permission.
66. The workmen are strictly banned from use of any kind of Narcotics drugs / Alcohol / smoking etc inside the campus and any illegal activity by the work men should be reported to the Institute without delay and the contractor shall remove such persons from institute premises forthwith.
67. The Contractor has to keep all the HVAC system always in neat and clean and healthy condition. No fixtures, fittings, machineries, spares and pipes should remain in loose and hanging conditions anywhere i.e. on the wall or in floor.
68. In case it is proved / established at any stage that the cause of failure in AC system has taken place due to carelessness of his workmen, then the cost of damages of such components/ equipment, shall be recovered from the monthly bill or security deposit of the Contractor. In case it is proved / established at any stage that the cause of electrical failure / cause of fire / cause of electrical accident has taken place due to bad / poor maintenance carried out by the contractor or due to carelessness of his staff then the cost of damages of electrical equipment's or otherwise shall have to bear by the contractor, which shall be recovered from his monthly bill or security deposit.
69. The Contractor shall comply with all the statutory requirements in respect of engaging the personnel, their service conditions, rules and regulations and all liabilities under the various labour laws like P.F., E.S.I, Workmen's Compensation etc. It shall be the responsibility of the contractor, and Institute shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
70. The Contractor shall indemnify, and keep identified, the Institute against all loses, damages, or liability arising out of or imposed in pursuance of any labour laws.
71. The Contractor shall produce the labour License from the Competent Authority within 45days from the date of award of Contract, if applicable.
72. The contractor shall deploy adequate number of personnel subject to a minimum of 1 (One) Supervisor during day shift on everyday (except on his/her weekly off),6 (Six) Operators on a 3-shift work basis, as may be required for effective and complaint free operation/minor routine maintenance service, during the contract period as shown in the

Table No.1 below. Maintaining the adequate supply of labourers till the end of contract period shall solely be the responsibility of the contractor.

73. Institute has the right to modify the shift timing, allotment of shift etc depending upon the requirement with prior intimation, of 7 days, to the Contractor.
74. The workmen should be sufficient and competent to handle the day-to-day schedule for operation/minor routine maintenance work of the HVAC installations and proper follow up with the various AMC agencies shall be done effectively to keep the entire HVAC system always healthy.
75. The Contractor / Supervisor/ Shift in-charge shall maintain all the records. These records must be made available to the Engineer in-charge at any time during the contract period. It is the responsibility of contractor to get certification in the records once in a week by the Engineer in-charge.

Table No.1

<i>Days/Week</i>	Supervisor	Operator		
	Day Time (9:00a.m. to 5:00p.m.)	1 st Shift (12.00am to 8.00am)	2 nd Shift (8.00am to 4.00 pm)	3 rd Shift (4.00pm to 12.00am)
Sunday	-	2	2	2
Monday	1	2	2	2
Tuesday	1	2	2	2
Wednesday	1	2	2	2
Thursday	1	2	2	2
Friday	1	2	2	2
Saturday	1	2	2	2
Total shifts per week	6	14	14	14
Total man power required per Week	6/6=1 No.	42/6 =7Nos.		

76. The Contractor should maintain a site instruction book where in all instructions given by Engineer/officer in charge will be got recorded. Compliance of the instruction recorded on the previous day should also be got attested.
77. All the scaffoldings, ladders and such other structures which the workmen are likely to use shall be arranged by the Contractor without any extra cost.
78. The transport arrangements for the workmen within the campus and to outside will be the responsibility of the Contractor.
79. At the initial stage, the Contract shall be awarded for a period of two years from the date of commencement of work. The Institute will have the discretion for extending the Contract for one more year on mutually acceptable terms, conditions and rates.
80. The contractor shall not sublet the contract. He will post a qualified responsible supervisor to oversee the satisfactory working of all his employees (workers) and to co-ordinate with

& carry its instruction

81. The contractor has to keep the installations always in neat and clean and healthy conditions.
82. The contractor shall ensure that the salary/wages paid to the employee is as per the schedule. Public holidays(4Nos), shall be allowed to the employee as per rules and without any reduction in wages. The wage register shall be presented to the authorized person of the Institute at any time for verification and the salary disbursement shall be done in the presence of the Institute's representative.
83. The contractor shall indemnify against all loses, damages, or liability arising out of or imposed in pursuance of any labour laws. The contractor shall produce the labour Licence from the competent authority within 45 days from the date of award of contract (if not exists at the time of awarding the work), failing which the contract is liable to terminate.
84. The contractor shall employ sufficient staff but not less than 6 (Six persons (Operators) in all the shifts together (round the clock) during all the 7 days in a week plus 1 (One) Supervisor on day shift on every day except his/her weekly off for operation of various HVAC system in IIMK.
85. Institute has the right to modify the shift timing, allotment of shift etc depending upon the requirement with prior intimation (of 7 days) to the contractor.
86. The staff should be sufficient and competent to handle the day-to-day operation and routine maintenance of the installations and to attend the complaints regarding failure / break downs in a minimum down time.
87. The Staff deputed by the contractor shall report at the duty spot, 10 minutes prior to the commencement of shift timing and should leave the premises only on completion of the duty with the permission of the supervisor. Any delay in reporting for duty, beyond the specified time shall be reported and a minimum amount equivalent to One hour payment given to that employee shall be deducted for a period of maximum 30 minutes. (Based on the payment given in the last working day to that employee). Late reporting beyond 30 minutes shall be treated as unauthorized absence/leave. There should be system for giving permission to go out of the Institute Campus on emergency situations and a written permission record shall be kept in the office for verification. Under no circumstances, the duty person should leave the duty spot more than two occasions (each 45 minutes duration) in a calendar month with permission.
88. In case the contractor fails to produce the full strength, at any shift, Rs. 1000.00 on every such occasion shall be deducted from the payment to the contractor.
89. The contractor / supervisor/ shall maintain all the material, equipment's & T&P for attending the maintenance & failures and keep the records. The contractor is permitted to use the ladders and scaffoldings from the Institute inventory.
90. The contractor / his representative should daily report to the officer in charge or any other officer so indicated & produce a book for taking day to day instructions and should also got his work/reports verified from the electrical in charge or his representative carried out on previous date.

91. It is the responsibility of the contractor to maintain a (manual) daily complaint log at the maintenance section. The format will be approved by the Engineer In charge.
92. All daily records / registers required to be maintained in the section shall be listed and handed over to the engineer in charge. It is the responsibility of the contractor to get new prints / new log books etc and the cost shall be paid by the institute on production of bills.
93. The contractor / his representative should approach the officer in charge / supervisor, if he needs any instructions, help or has any difficulty.
94. The staff should be well behaved; obedient and well conversant with the Air-Conditioning systems.
95. The contractor shall not withdraw / remove the staff from the installation without prior indication to the electrical in-charge / representative of Institute.
96. The contractor / supervisor / staff shall not make any change / addition / alternation or modification in the existing AC installations without prior approval of the Electrical in –in charge / representative of Institute.
97. The contractor & staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summarily termination and / or legal action for breach of security regulations by either the contractor or his staff and shall be the sole arbitrator to the course of action.
98. The institute shall be exempted from all the liabilities, what so ever created under the WORKMEN'S COMPENSATION ACT / ESI, Act in respect of any injury suffered by the workers
99. The contractor / his representative should daily report to the officer in charge or any other officer so indicated & produce a book for taking day to day instructions and should also got his work carried out on previous date verified from the electrical in charge or his representative.
100. At the initial stage, the contract shall be awarded for a period of 24 months from the date of commence of contract. Institute will have discretion for extending it as per the terms and conditions and rates quoted and if extended, the contractor should continue the service.
101. The Contractor shall comply with all the statutory requirements in respect of engaging the personnel, their service conditions, rules and regulations and all liabilities under the various labour laws like E.P.F., E.S.I, Workmen's Compensation etc. It shall be the responsibility of the contractor, and Institute shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.

102. The Contractor shall identify, and keep identified, the Institute against all losses, damages, or liability arising out of or imposed in pursuance of any labour laws.
103. The Contractor should produce the labour License from the Competent Authority within 45days from the date of award of Contract, if applicable.
104. The contractor should provide adequate training for the work men for fire protection/prevention, use of firefighting devices in the campus.
105. Since this is an educational institute, IIM Kozhikode is not entitled to pay bonus to the staff hired under this contract.
106. The contractor shall depute staff as per the consent of the Engineer in charge, and only after the verification /scrutiny of the documents produced as support of the qualifications, experience, conduct etc, the employ shall be permitted to join. Persons experienced in IIMK system may be recruited as far as possible for ensuring the smooth running of Institute.
107. The Contractor appointed Engineer (other the person appointed in IIMK role) should visit the campus once in a week to inspect the service and verification of records. The cost for the same may be included in the Overhead and service charges.
108. Weekly off: The minimum wage notified by the government is for 26 days and the daily wage rates notified is inclusive of wages for weekly off. The contractor is not eligible for any extra payment for the weekly off given to the staff deployed by the contractor. The contractor shall ensure that weekly off are being taken by the personnel being deployed in accordance with the labour rules and regulations.

Annexure-IV

[To be filled up and submitted in the specified format in the **Excel sheet**]

IX. Summary of Experience of the bidder during last seven years period as per the proof submitted with the e-tender.

SI No	Name of each work/service, for which proof submitted.	Period of each work/Service as per the Proof attached	Order value (Rs)	Value as per completion certificate. (Labour portion only) (Rs)	Date of completion as per completion certificate.
1					
2					
3					

Note: Experience merely in AMC services, which does not involve 'Operation of AC units', shall not be considered for Pre-Qualification. If it is a combined experience of 'Operation & Maintenance of AC units' then split up amount towards labour charges for 'Operation of AC units' shall be clearly specified and certified in the proof of experience by the competent authority.

Place:
Date:

Signature of the Tenderer :

Name & Address of the Tenderer
with Office Stamp

Annexure-V

[To be filled up and submitted in the specified format in the Excel sheet]

X. Response Format**Tender for “Operation of various Air Conditioning units in IIMK Campus- As per Annexure- VII”**

Sl. No.	Requirements	Compliance details of the Agency
1.	Have you undertaken One/two/three each works/service of two years value of 43.00Lakhs/32.20Lakhs/21.50 Lakhs in last seven years in Operation of various Air Conditioning units as mentioned in our terms and conditions? (Proof shall be provided).	
2.	Have you attached the proof of having the requisite experience? (Copies of work orders/Completion Certificates etc.) must be attached)	
3.	Have you filled up and submit the “Summary of experience” in the specified format in the tender?	
4.	Have you attached ‘Bid Security Declaration’ in the specified format in excel file?	
5.	Have you attached ‘Declaration’ in the specified format in Excel file?	
6.	Have you attached the profile of the Vendor in the specified format in Excel file?	
7.	Have your firm ever been debarred by any Court of law OR penalized by any Government/ PSU/ Private organization? (Self-attested certificate must be attached)	
8.	Have you attached Form 16/26AS?	
9.	Have you attached Registration particulars of your firm?	
10.	Have you attached proof of having EPF Registration?	
11.	Have you attached proof of having ESI Registration?	
12.	Have you attached all other necessary documents as required in the Terms &Conditions?	
13.	Do you have more than 7 workmen on rolls on date of tender (provide proof for the same).	
14.	Do you have at least three years’ experience in the field?(Copies of Certificates/work orders must be attached).	
15.	Have you attached Tender Form signed by the Authorized Signatory?	
16.	Have you attached the tender document (full set) digitally signed by the Authorized Signatory, for confirmation of the acceptance of all the terms & conditions in the tender document?	
17.	Have you attached all other necessary documents as required in the Terms &Conditions?	

Place:

Signature of the Tenderer :

Date:

Name & Address of the Tenderer
with Office Stamp

Annexure-VI
XI. (Guidelines for quoting)

Sl No	Category	Rates
1	Rate of minimum wages* payable to the Supervisor – [Highly skilled labour as Minimum Wages (Central), Basic +Kozhikode District]	Basic wages + Variable Dearness Allowance(VDA) per day= Rs.637.00+Rs158.00 = Rs795.00
2	Rate of minimum wages* payable to the Operator – [Skilled labour as Minimum Wages (Central), Basic +Kozhikode District VDA]	Basic wages + Variable Dearness Allowance (VDA) per day:Rs.579.00+Rs 145.00=Rs724.00

Public holiday wages (4Nos. per year) should be included, as per rules. *The minimum rate of wages includes the wages of weekly day of rest.*

ESI @3.25% of Basic Wages and VDA for employees having gross wages less than Rs21000/- , per head per month.

EPF @13% of Basic Wages and VDA, including admin and EDLI charges, to be calculated individually subject to ceiling of gross wages of Rs 15,000/-, per head per month.

(A worker under the contractor has to work for minimum of 26 days to ensure the service on 365 days in a year.

Any upward variation on the above provisions by the Government can be claimed separately at the end of every six months with full documentary evidence, and the revised amount will be part of the bill from 7th month onwards.) For Downward revisions, the bills should be submitted as per the revised rates.

Tax: (GST)

Any variation on the GST by the Government can be claimed separately at the end of every six months with full documentary evidence, and the revised amount will be part of the bill from 7th month onwards. For Downward revisions, the bills should be submitted as per the revised rates.

*Labour rates published by Ministry of Labour & Employment, Govt. of India (Order No-F.No1/26(3)/2021-LS-II dt. 28.10.2021 from Ministry of Labour & Employment)

ANNEXURE- VII				
XII. Indicative list of AC equipment in the scope of NIT				
SL NO	Location	TON (TR)	Qty (Nos)	Unit type
1	Admin block	1	8	Split
		1.5	16	Split
		3	1	Split
2	Library	1.5	7	Split
3	Computer Center	1.5	8	Split
		2	1	Split
4	Faculty Block-1	1	3	Split
		1.5	32	Split
		2	4	Split
		3	4	Split
5	Seminar Hall (PGP Auditorium)	11	1	Ductable
6	Classroom A	2	2	Split
		3	14	Split
7	Faculty Block-2	1	2	Split
		1.5	25	Split
		2	4	Split
		3	3	Split
		11	1	Ductable
8	Classroom B	2	12	Split
		3	8	Split
9	Faculty Block 3	1	3	Split
		1.5	34	Split
		2	7	Split
10	Classroom C	3	12	Split
		4	4	Split
11	H mess/RTC	11	4	Ductable
		5.5	1	Ductable
12	Hostel-H	1	1	Split
		1.5	44	Split
		2	1	Split
13	Hostel-J	1.5	64	Split
14	Hostel-L1	1.5	22	Split
15	Hostel-L2	1.5	26	Split
16	Hostel-L3	1.5	11	Split
17	Guest House-1	1.5	8	Split
18	Guest House-2	1.5	8	Split
19	Guest House-3	1.5	8	Split
20	Hostel-A (Students Council)	2	1	Split

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21	Apartment 2	1.5	2	Split
22	Appointment house	1	2	Split
		1.5	6	Split
23	Dispensary	1	1	Split
		1.5	2	Split
24	Vegetable shop	1.5	1	Split
25	Salon	1.5	1	Split
26	Coffee Shop	8.5	1	Ductable
	VRF units	Capacity of VRF	indoor units	outdoor unit
1	Library 2 nd floor	11(40 kw)	7	1
2	Computer block ground floor	8(28 kw)	4	1
3	Library Atrium Tower AC	11.3	6	1
4	Library Atrium Fresh air unit	5.5	1	1

Centralised HVAC system

At Phase –V campus in IIMK			
Sl. No	Material Description	Equipment Sr. No.	Qty
1	EXHAUST FAN - 20100 TO 3000 CFM	97128-A56	2
		97128-A57	
2	FCU 1 TR		253
3	EGWFXR 250 2M evap: 2pM2R cnd:2pJ2R	D000002 D000003 D000001	3
4	AHU 25.56TR Floor Mounted Belt Driven	97128-A22	1
5	AHU 8.38 TR Ceiling Suspended Belt Driven	97128-A10	1
6	PUMP with motor 40TR 7.5 HP	97128-A41, 97128-A43, 97128-A42, 97128-A40	4
7	AHU 7.62 TR Ceiling Suspended Belt Drive	97128-A9, 97128-A6, 97128-A2, 97128-A3, 97128-A5, 97128-A4, 97128-A8, 97128-A7	8
8	AHU 5.33 TR Floor Mounted Belt Driven	97128-A18, 97128-A16, 97128-A14, 97128-A15, 97128-A20, 97128-A19, 97128-A21, 97128-A17	8
9	PUMP with motor 250 TR 30 HP	97128-A36, 97128-A35 97128-A37	3
10	COOLING TOWER 250 TR	97128-A39	2
		97128-A38	
11	AHU 2.29 TR Floor Mounted Belt Driven	37128-A13	2
		37128-A12	
12	PUMP with motor 250 TR 10 HP	97128-A29, 97128-A23, 97128-A33, 97128-A31,	12

		97128-A34, 97128-A25, 97128-A27, 97128-A28, 97128-A26, 97128-A24, 97128-A30, 97128-A32	
13	CRISTOPIA make W/C SCREW CHILLER 40 TR	97128-A1	1
14	EXHAUST FAN - 3100 TO 4000 CFM	97128-A47, 97128-A53 97128-A48, 97128-A51, 97128-A45, 97128-A49, 97128-A52, 97128-A50, 97128-A44, 97128-A46, 97128-A55, 97128-A54	12
15	AHU 15.24 TR Floor Mounted Belt Driven	97128-A11	1
16	BMS SYSTEM SIEMENS for Part A		1
17	Floor Mounted Heat recovery unit -3720 CFM	ETU-040 HRU	4

At Admin/Computer Center/Library/Seminar Hall			
Sl. No	Material Description	Equipment Sr. No.	Qty
1	PUMP with motor - 11KW, 1135LPM, Head : 25 m	GLC100 – 250 11KW/4 (1419090146, 1419090147, 1419090148)	3
2	PUMP with motor - 4KW, 454LPM, Head : 25 m	GLC65 – 250 4KW/4 (1419100011, 1419100012)	2
3	FCU 1.5 TR, 600CFM	ET – 100 – CU – 55CC- NS	6
4	FCU 2 TR, 800CFM	ET – 240 – CU – 66CC - 116	5
5	AHU 3100 CFM, 7.5TR, ceiling suspended	ETU – 030C (19-20CS 05139)	1
6	AHU 3100 CFM, 7.5TR, floor mounted	ETU – 030H (19-20FM 05129)	1
7	AHU 6100 CFM, 13.5TR, floor mounted	ETU – 060H (19-20FM 05132)	1
8	AHU 11000 CFM, 20.2TR, floor mounted	ETU – 120H (19-20FM 05138)	1
9	AHU 21500 CFM, 41.6TR, floor mounted	ETU – 230H (19-20FM 05140)	1
10	AHU 9500 CFM, 23TR, floor mounted.	ETU – 100H (19-20FM 05137)	1
11	AHU 7300 CFM, 13TR, floor mounted.	ETU – 080H (19-20FM 05134)	1
12	AHU 9300 CFM, 21TR, floor mounted.	ETU – 100H (19-20FM 05137)	1
13	AHU 7000 CFM, 15TR, floor mounted.	ETU – 080H (19-20FM 05133)	1
14	AHU 17000 CFM, 36.2TR, floor mounted.	ETU – 180H (19-20FM 05139)	1
15	AHU 2100 CFM, 4.5TR, ceiling suspended	ETU – 020C (19-20CS 05126)	1
16	AHU 4000 CFM, 8.2TR, ceiling suspended	ETU – 040C (19-20CS 05136)	1
17	AHU 5900 CFM, 12TR, floor mounted.	ETU – 060H (19-20FM 05131)	1
18	AHU 9050 CFM, 22TR, floor mounted.	ETU – 100H (19-20FM 05135)	1
19	AHU 4000 CFM, 10TR, floor mounted.	ETU – 040H (19-20FM 05130)	1
20	VAV's 2750 CFM – 1 nos		1

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	3385 CFM – 1 Nos		
	2400 CFM – 1 Nos		
	1000 CFM - 1 Nos		
	800 CFM – 2 Nos		
	790 CFM – 1 Nos		
	715CFM – 1 Nos		
21	AHU 10000 CFM	PGP Auditorium	1
22	AHU 3000 CFM	Board room	1
23	BMS SYSTEM SIEMENS for Part B		1

09.02.2022

Sd/-

Chief Manager (Infrastructure)

Signature of the Contractor:

Name & Address: