



भारतीयप्रबंधसंस्थानकोषिकोड  
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**INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE**

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**E Tender**

**FOR**

**Comprehensive Annual Maintenance Contract for Air conditioning units used at various designated locations in IIMK campus (J hostel, Seminar hall, Classroom C block & offices etc)**

(e-Tender No. IIMK/ELE/e57/2021-22)

<b>Date of Issue of NIT</b>	<b>: 14.02.2022</b>
<b>Issue of Tender Form</b>	<b>: 14.02.2022 to 07.03.2022</b>
<b>Due date of receipt of queries/clarification</b>	<b>:09.03.2022 up to 5:00 PM</b>
<b>Date of corrigendum for clarifications, if any</b>	<b>: 11.03.2022</b>
<b>Last date for submission of Tender</b>	<b>: 16.03.2022 up to 3:00PM</b>
<b>Date&amp; Time of opening of Tender</b>	<b>: 16.03.2022 at 03:30 p.m.</b>
<b>Probable Amount of Contract</b>	<b>: Rs 14,85,000/- (for 3 years)</b>

**Comprehensive Annual Maintenance Contract for Air conditioning units used at various designated locations in IIMK campus (J hostel, Seminar hall, Classroom C block & offices etc)**

(e-Tender No. IIMK/ELE/e57/2021-22 dt. 14.02.2022)

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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 enroll 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](mailto:helpdeskeuniwizarde@gmail.com) and [support@euniwizarde.com](mailto: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>)

## **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/announcements/Tender.php> 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.

## II- NOTICE INVITING e-TENDER

**1.1** Sealed and competitive item rate e -Tenders are invited by the Indian Institute of Management Kozhikode (Kerala) from experienced Air conditioning unit manufactures/ service agency having satisfactorily completed similar works carried out at Govt./ Semi Govt or reputed private organization during last Seven years ending last day of month previous to the one in which the tenders are invited in Single-Bid system for the following work: -

- a) e -Tender No. : IIMK/ELE/ e57 /2021-22dated 14.02.2022
- b) Name of work : Comprehensive Annual Maintenance Contract for Air conditioning units used at various designated locations in IIMK campus (J hostel, Seminar hall, Classroom C block & offices etc)
- c) Date & Time of Online Submission : 16.03.2022 up to 3:00 p.m.
- d) Period of AMC : 3 years (Further extendable on satisfactory completion on mutual consent)

### **1.2** ELIGIBILITY CRITERIA FOR PARTICIPATION IN BID/TENDER

- a) Reputed, eligible resourceful and competent Air conditioning unit Manufacturers/ service agency shall give an “UNDERTAKING” that they would facilitate their regular support during the CAMC period. In absence of such undertaking, the tender is liable to be rejected.
- b) Air conditioning unit Manufacturers / service agency should have authorized service Centre within Kerala.
- c) The firm should have successfully completed similar works in Central Government/ State Government/ Central or State Autonomous Bodies/ Central or State Public Sector Undertakings or reputed private organization during the last Seven years ending last day of the month previous to the one in which tenders are invited. The Date of completion of the work shall be during the period of Seven years. Documents and certificates in proof, to the satisfaction of the Institute, with previous experience in maintenance of Air conditioning units as described above shall be enclosed.
- d) The firm should be having Air conditioning unit installation/ maintenance service experience of at least 5 years.
- e) Three similar completed works each of value not less than Rs.1.9 lakhs for a year during past 7 years.  
OR
- f) Two similar completed works each of value not less than Rs.2.8 lakhs for a year during past 7 years.  
OR
- g) One similar completed work of value not less Rs.3.7 Lakhs for a year during past 7 years.

- h) Similar work means comprehensive AMC of Air conditioning unit (Split AC, Inverter type AC, Window AC, VRF units, Precision AC units etc) of minimum 100 Ton total capacity.
- i) For this purpose, 'cost of works' shall mean gross value of the carried out maintenance contracts including the cost of materials supplied.
- j) Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. Tender offers submitted without this documentary proof are liable to be rejected. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- k) The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be Rs.10 Lakhs. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.

***Document proof the above said criteria to be attached along with the technical bid. Tender offers submitted without the documentary proof are liable to be rejected.***

**1.3 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 Quotation only if the bidder has a valid registration granted by the Competent Authority of the Government of India as stipulated under Rule 144(xi) of GFR, 2017.
- II. "Bidder" (including the term 'Quotationer') 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 hereinbefore, 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 as under:
  - i. 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 per cent. 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]
  - ii. 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;
  - iii. In case of an unincorporated 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;
  - iv. Where no natural person is identified under (i). or (ii). or (iii). above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v. 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.
- 1.4** 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 initialed by the tenderer.
- 1.5** The Schedule of Quantities must be fully priced. 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. Tenders not properly filled, with incorrect calculations or generally not complying with the conditions are liable to be rejected.

## 1.6 Queries

Interested bidders can send their queries related to the work through e-mail (contact email address are [jee1@iimk.ac.in](mailto:jee1@iimk.ac.in), [aelect@iimk.ac.in](mailto:aelect@iimk.ac.in), [eeee@iimk.ac.in](mailto:eeee@iimk.ac.in) citing the Subject as “**Queries - Comprehensive Annual Maintenance Contract for Air conditioning units used at various designated locations in IIMK Campus**” ) so as to receive the queries at the said email address not later than 09.03.2022 up to 5:00 p.m. The answers of the above queries will be uploaded in the websites (<https://mhrd.euniwizarde.com> or <https://iimk.ac.in/tender>) on 11.03.2022 as a corrigendum. Such queries and Answers shall form part of the tender document and contract agreement. Queries raised beyond the stipulated date will not be entertained.

## 1.7 Opening of Tenders

The valid e-bids received through the e-Procurement portal before the deadline are will be opened at 15:30 hours on 16.03.2022 by representatives of IIMK and the bidders or their representatives they choose can log into the e-procurement portal for getting the updates of the bid.

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.

## 1.8 Acceptance Period

The tender shall remain valid for acceptance for a minimum period of 90 days beyond 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 of offer / bid during firm period will entail action as per Bid Security Declaration (Annexure-I).

## 1.9 Site Inspection

Every tenderer is expected to inspect the sites of the proposed Comprehensive AMC of AC units at his own cost before quoting their rates. No extra amount or payment would be released by IIMK for claim by Vendors/ Contractors for any extra work carried out. Competent Vendors/ Contractors may quote the rates keeping all possible contingencies in mind of working in IIMK terrain. It will be construed that the contractor has inspected the site and satisfied themselves and the quoted rates shall hold good in all conditions.

## 1.10 Contractors' Rates

The rates quoted shall be inclusive of all materials for the repair/replacement of defective components of the AC units, repair of cover, body , painting, labour charges, taxes & duties (VAT, Service Tax etc), handling, transporting and unloading which are applicable for various units as mentioned in the schedule. The contractor will not be eligible for any other payment over and above the work order amount in any case.

The tender shall remain firm for acceptance for a period of 90 days from the date of opening of tender. Any withdrawal during firm period will lead to action as per 'Bid Security/EMD Declaration' and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed by the tenderer.

### **1.11 Authorized Signatory:**

All the submissions constituting the Proposals of the bidders must be digitally signed. The Proposals must be digitally signed by the authorized representative (the “Authorized Representative”) as detailed below:

- a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- c) In case the authorized person holds a General Power of Attorney (GPA) to sign the bid documents, a notarized copy of the GPA should be attached with the proposal.
- d) The original RFP format and accompanying documents must be written in indelible ink and shall be signed by the person(s) duly authorized to sign on behalf of the Bidder.
- e) Written power of attorney accompanying the offer shall indicate such authorization. The person(s) signing the offer shall sign all pages of the offer except for unamended printed literature. The name and position held by each signatory must be typed or printed or sealed below the signature.
- f) The RFP should be written legibly and free from interpolations, erasures or over writings or conversions of figures. Correction where unavoidable, should be duly attested by the signature(s) of the Bidder(s) with dates. The rates should be written in words as well as in figures.

If the tender is submitted 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.

### **1.12 Alterations in Tender Documents**

No alterations shall be made by the tenderer in the Tender documents. Instructions to the Contractors, Contract Form, Conditions of the Contract, and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

### **1.13 Acceptance of Tender**

The acceptance of the tender will rest with the Institute, which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received, without assigning any reason(s).The Institute 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.

### **1.14 Site Supervision**

The maintenance/ breakdown services shall be carried out under the direction and supervision of the Institute/ Particular or special specifications or their representative at

site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the maintenance/ breakdown services.

The Institute/ Consultant or their representative at site shall have access to the workshops of the successful tenderers so as to ensure themselves of the quality of material and workmanship.

**1.15 Quality**

The Institute's decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected by the Institute/ Consultant shall be immediately removed by the contractor from the site at his own cost.

**1.16 Commencement of work**

The Contractor shall commence maintenance/ breakdown services on site within Seven days from the date of issue of the Work Order. This date shall be considered as the date of commencement of the said work.

**1.17 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.

**1.18 Goods Service Tax (G S T)**

The contractor shall have a valid registration number before entering in to the contract and it is mandatory for the contractor to mention registration number in the Bills/ Claims. All payments made to the contractor will attract TDS Liability and, therefore, it is the responsibility of the contractor to obtain the Liability Certificate from the Sales Tax Department for release of final payment against Bills/Claims as per GST rules.

**1.19 Defects Liability Period**

Any defects which develop within 'Defect Liability Period' of two months from the actual date of completion of contract period, will have to be rectified by the service agency at his own cost. In case of failure to do so, the Institute, shall get the rectification work 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 and such defects may extend "the liability period" for a period of 2 months from the date of rectification.

**1.20 Contract Signing**

After acceptance of the tender, the tenderer shall sign the necessary contract papers within seven days of the intimation in the prescribed form. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of any delay/ non-compliance action shall be taken as per 'Bid Security/ EMD Declaration' and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed by the tenderer.

**1.21 Bid Security/ EMD Declaration Form:-**

Bidders are required to fill the Bid Security/ EMD Declaration Form as given in Annexure I in the bid documents. Bidders will be disqualified/ blacklisted from bidding for any contract with IIMK for a period of one year from the date of notification of bid if bidder is in breach of any bid terms & conditions/ Contract Order. The Bid Security/ EMD Form shall be submitted by the bidder by filling up the required details in the prescribed format (Annexure-I). The tender received without 'Bid Security Declaration' or with 'Bid Security Declaration' in any form other than as stated above is liable to be rejected.

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

- a. 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.
- b. 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.
- c. If any information or document furnished by the bidder / tenderer turns out to be misleading or false in any form.

**1.21.2** 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.

**1.22 Performance Guarantee (Security Deposit)**

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 the first year contract value 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.

**1.23 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 Campus Area 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 1.19 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

#### **1.24 Labour Rules**

The contractor shall follow strictly the Government Labour Acts, which are in force at present and all necessary arrangements for labour shall be made by the Contractor. The contractor shall follow strictly all the Safety Rules/ Procedures/ Codes of the statutory departments in practice and also follow the security rules of the Institute regarding issue of Identity Cards/Tokens, etc. as may be framed from time to time by the Institute.

#### **1.25 Indemnification:**

- i. The Contractor hereby agrees and undertakes to indemnify, keep indemnified, defended and not hold IIMK and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach unauthorised act, fraud deed or any other acts of Contractor or any of its personnel.
- ii. The Contractor hereby further agrees and undertakes to indemnify, keep indemnified against any order passed by any executive, quasi-judicial or judicial authority wherein IIMK is compelled to obey the order which arise due to breach of contract by the Contractor.
- iii. The Contractor shall indemnify, protect and defend at its own cost, IIMK officers & employees from & against any/all actions, claims, losses or damages arising out of;

- a. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- b. Contractor's failure to exercise the skills and care required for satisfactory execution of the contract.
- c. The Contractor shall indemnify IIMK against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.
- d. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. IIMK shall not be responsible in any manner whatsoever, in matters in injury/death/health etc. of the Contractor's employees performing duties under the contract

#### **1.26** 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 to 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;
  - a. Theft or pilferage of property of Institute
  - b. Fire, flooding, breakage or damage
  - b. Violence or physical attack on the Campus
  - c. 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.
  
- vi. 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.

**1.27** In case it is proved / established at any stage that the cause of failure in equipment 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

**1.28** Payments:

Payment shall be on half yearly basis on satisfactory completion of comprehensive AMC services and submission of proper bills as per normal terms of the Institute. No advance shall be paid towards comprehensive AMC charges.

**1.29** The acceptance of the tender will rest with the Institute, which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received, without assigning any reason(s).

**1.30** All work covered by this document shall be subjected to quality surveillance by the Institute or its authorized representative. Components found unsatisfactory as to workmanship or materials shall be removed by the Contractor and replaced with components which are satisfactory, without any additional cost.

**1.31** Demurrages and other penalty, if any paid by the Supplier due to his/their fault shall not be borne by the Institute.



- 1.32** The contractor , during execution of the work shall not break or damage any items belonging to the Institute or any other agency, failing which, the cost of making good the damage will be recovered from the contractor
- 1.33** IIMK has the right to reject one or all bids without assigning any reason.
- 1.34** In case of any dispute, the decision of the Director, IIMK will be final.
- 1.35** The courts at Kunnamangalam/Kozhikode alone shall have the jurisdiction to hear and decide action and proceedings for the purpose of action and proceedings arising out of this quotation and order based on this quotation.

Sd/

14.02.2022

**Chief Manager (Infrastructure)**

**III- SCOPE OF WORK**

Scopes of works in contract type – Comprehensive Annual Maintenance Contract for Air conditioning units

1. Carrying out quarterly inspection and servicing of equipment by the Contractor listed in Appendix III, as a part of Preventive Maintenance (PM) in every three months in accordance with relevant PM checklists and as per schedules that will be prepared upon activation of contract.

The salient features in these checklists are as follows:

- e. Checking the equipment such as compressors, indoor and outdoor fan motors and their electrical controls on the respective equipment.
  - f. Checking the refrigeration system for any leaks.
  - g. Checking the electrical and refrigeration control system for operation and adjustments of set values as necessary.
  - h. Lubrication of all necessary points in the system & its components in line with the checklist.
  - i. Cleaning of air filters.
  - j. Inspect and clean control panel of indoor and outdoor units.
  - k. Inspect drain pan for any blockage in the drain opening.
  - l. Changing of parts (not whole units such as indoor and outdoor unit) or repairing or re-calibration as may be necessary.
2. Carrying out - once in a year, external cleaning (chemical or with plain water) of condenser coils of outdoor unit and indoor coil.
  3. The service agency shall:
    - a) Service the AC units at regular intervals (Once in every 3 month) and the service agency shall take all reasonable care and maintain the AC in safe and proper working condition and to take corrective measures, attend to all breakdown calls within 4 hours after receiving the complaints
    - b) Carry out the service work whenever possible on a day convenient to the Institute
    - c) Attend all breakdown calls. Parts and consumables of the Air conditioning unit will be provided by the Contractor at free of charge.
    - d) Carry out the condenser motor rewinding/ replacement, repair or replace the printed circuit boards and sub components inclusive of swing motor, contactors, contacts, relays, push buttons, indicators, fan motor rewinding, in case any failure and the same shall be intimated to the Engineer In Charge.
  4. For any delay in attending breakdown maintenance within 4 hrs of reporting, penalty will be imposed @ 0.1% of the order value. (For every such occasion). The Institute reserves the right to terminate the contract in case of any inordinate delay, without further notice.
  5. Demurrages and other penalty, if any paid by the Supplier due to his/their fault shall not be borne by the Institute.
  6. The contractor, during execution of the work shall not break or damage any items belonging to the Institute or any other agency, failing which, the cost of making good the damage will be recovered from the contractor

7. All safety precautions are to be taken while at work. Only experienced and qualified personnel are to be employed. Site Engineer of the contractor shall meet the Engineer-in-Charge and finalise the work to be executed.
8. This AMC contract for outlined equipment is effective for period of 3 years and is non-cancellable, except with ninety (90) days written notice for reasons of non-performance. "Non-performance" is defined as the service agency's inability to remedy any deficiencies within forty-five (45) days after receiving written notification from the Institute.
9. The firm should undertake to arrange genuine spares/ components/ accessories of the as per the OEM approved standards as and when required within two working days.
10. Any modification work or major overhauling as & when required shall be informed to the Institute in advance and will be done by the institute.
11. The Contractor shall execute all maintenance activities as required by qualified personnel who are thoroughly familiar with the type of equipment and the system. The services to be provided by the contractor shall include, but not limited to, the following:

a. **Preventive Maintenance:-**

- i. The scope of Preventive Maintenance shall include all the activities mentioned above. If contractor feels that any other activity is required to be additionally done for proper maintenance of the system as per the OEM recommendation, they shall carryout the same with approval from Institute Engineer in charge.
- ii. Contractor shall submit the Monthly Activity Schedule to carry out the preventive maintenance to the Employers representative before starting of the Maintenance Activities.
- iii. The Contractor shall submit the service reports duly verified by the contractor representative to the Institute Engineer in charge along the summary of Maintenance activities Carried out.

b. **Corrective/Breakdown Maintenance:**

- i. The scope of **Corrective/Breakdown** Maintenance shall include all the Breakdown and failures occurring in the system at any time during **24 hrs x 365 days** inclusive of all Sundays & Holidays.
- ii. **Minor Maintenance:** - The Minor failures / defects which include repairing/replacement (if required) of defective items with spare parts/Components.

<b>Response Time (Max.)</b>	<b>04 hours</b>
<b>Rectification Time (Max.)</b>	<b>08 hours</b>

- iii. **Major Maintenance:** - Major failures / defects cover the attention of all type of major Failures/Breakdown, which includes Repair/Replacement of Assemblies, Sub-Assemblies, and Components etc.

<b>Response Time (Max.)</b>	<b>04 hours</b>
<b>Rectification Time (Max.)</b>	<b>48 hours</b>

12. The contractor shall deploy specialized manpower having minimum experience requirement in the respective fields of specialization and the employees deputed by the contractor shall possess valid photo ID cards for working in the campus.

#### **IV- SAFETY CODE**

1. The contractor shall be responsible for the safety of the labour 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 should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladder.
3. No portable single ladder shall be over 8m in length and the width between side rails shall not be less than 30cm (clear). Suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given sufficient inclination. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
4. Scaffolding or staging more than 3.60m above ground or floor swung or suspended from an overhead support or erected with stationery support shall have a guard rail, properly attached, bolted, braced and otherwise secured at least 90cms 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 as to prevent it from swaying from the building structure.
5. No floor, roof or other parts of the structure shall be so overloaded with materials or debris as to render it unsafe.
6. Safe means of access shall be provided to all working platform and other working places.
7. Adequate precautions shall be taken to prevent danger from electrical equipment's.
8. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence 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. Overhaul shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to work during the periods of cessation work.
10. Hoisting machines and tackles used in the work including their attachment anchorage and supports shall be in perfect condition.
11. The ropes and pulleys etc. used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe and good condition, and no scaffold, ladder or equipment shall be altered or removed while it in use.
13. There shall be maintained at readily accessible place at work site, first aid appliances including adequate supply of sterilized dress in and sterilized 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.

V- **TENDER FORM**

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

Dear Sirs,

*Sub:* - Comprehensive annual maintenance contract for Air conditioning units used at various designated locations in the campus

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

- a) Examined 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 construction.
- b) Visited and examined the site of the proposed work and the terrain profile of IIMK
- c) Acquired the requisite information as affecting the tender.

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

I/We undertake to deploy labour as per the contract within a period of 7 days from the date of issue of work order / LOI by you that our tender has been accepted.

I/We hereby submitted the Bid Security/EMD Declaration.

I/We further agree to the deposit of 3% of contract value as PERFORMANCE GUARANTEE (Security Deposit) within seven days of the award of the contract in the form of a Bank guarantee/ Fixed deposit/Demand Draft drawn from Scheduled Commercial Banks valid for the duration of the contract period.

Yours faithfully,

(Signature)

Name of the Partners of the Firm

OR

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

(Office Seal)

**VI- DRAFT AGREEMENT**

ARTICLES OF AGREEMENT

Made the \_\_\_\_\_ day of \_\_\_\_\_ 2022

between INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE  
I.I.M. Kozhikode Campus P.O., KOZHIKODE - 673 570  
(Hereinafter called 'The Institute') on the one part and

M/s \_\_\_\_\_

(Hereinafter called 'the Contractor' on the other part

WHEREAS the Institute is desirous of execution of \_\_\_\_\_

(Hereinafter called the Work).

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 Bills') AND

WHEREAS the said Drawings (hereinafter referred to as the 'Contract Drawings) and the contract bills have been signed by or on behalf of the parties hereto : AND WHEREAS the contractor has furnished a Bank guarantee for the sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_) issued by \_\_\_\_\_ branch of \_\_\_\_\_ Bank (B.G. No \_\_\_\_\_ dated \_\_\_\_\_ / FD dated/ DD Dated) as performance guarantee to the Institute.

**NOW WHEREOF BOTH THE PARTIES AGREE AS UNDER**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the "tender notice" issued by the Institute and accepted by the contractor while submitting his bid dated .....
2. The following documents included in the bid shall be deemed to form and be read and constructed as part of this Agreement.
  - I. Tender notice
  - II. Work Order No ..... Dated .... From the Institute.
3. The annual maintenance contract is for a period of from ..... to ..... unless specially terminated by either party by giving minimum three months' written notice, prior to the end of the maintenance contract period under this agreement.
4. The Contractor agrees to provide on-site maintenance and services, which include periodic/ preventive maintenance and checks on regular basis and to take corrective measures, attend to all breakdown calls within 4 working hours after receiving the complaints, replacement of all defective spares/ components/ accessories including PCB motors, electrical parts and ..... etc that may be required during the contract period.

5. Contractor shall use genuine spares/ components/ accessories etc... for replacement and bear all costs including transportation and labour charges for the materials.
6. IIMK will release the total AMC charges of ..... in half yearly installments on submission of bill/claim. In case of advance payment only the Amount not exceeding six months' payment can be released and the above, Bank Guarantee has to be furnished.
7. There shall be no revision in the rate of AMC during the tenure of this contract and it will be all including taxes and duties.
8. In the event of termination of the AMC prior to the end of the maintenance contract period under this Agreement, the Contractor is liable to refund to IIMK the pro-rata AMC value for the termination period, if any.
9. The Contractor shall maintain Log Registers for all the calls received/attended/ pending issues/ preventive maintenance record and details of parts replaced and provide the detailed service reports to IIMK in every quarterly.
10. Contractor shall be liable to compensate IIMK for damages, if any, to the Institute's property, machine or equipments caused due to omission or commission on the contractor's part.
11. All disputes and differences arising out of or connected with this contract, failing amicable settlement, shall be referred to the single arbitrator manually agreed upon and appointed by both the parties or to arbitrators separately appointed by each party or their umpire in accordance with the Indian arbitration Act 1940 or any new enactment replacing, extending or modifying the same. Arbitration shall take place only at Kozhikode.
12. On expiry of validity period of this contract, IIMK reserves the right to renew the contract or enter in to fresh contract on its own accord.

IN WITNESS WHERE OF the parties here to have set their hands and seals on this Agreement on the .... Day of .....

For and on behalf of the Institute.

In the presence of

Witness

Name:

Address:

For and on behalf of Contractor:

Witness

Name:

Address :

Date:

## APPENDIX - I

**SUMMARY OF VARIOUS CLAUSES**

1. Date & time of online Submission : 16.03.2022 up to 3:00 p.m.
2. Date & time of Query Submission : 09.03.2022 up to 5:00 p.m.
3. 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. Any withdrawal of offer/ bid during firm period will entail action as per Bid Security/ Declaration (Annexure-I))
4. Period of commencement : 7 days from the date of issue of Work Order
5. Period of AMC : 3 years (Further extendable on satisfactory completion of 3 years on mutual consent)
6. Defects Liability : Two Months from the actual date of completion of work
7. Bid Security/EMD Declaration : To be filled up in the specified format in the excel sheet (Annexure I)
8. Amount of Security Deposit : 3% of first year Contract value by way of Bank Guarantee / Fixed Deposit / Demand Draft drawn from Scheduled Commercial Banks safeguarding the purchaser's interest in all respects



**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 notwithstanding 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 till ....date.... 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) ...

## APPENDIX - III

## EQUIPMENT DETAILS

SI No	Location	Type and Make	Age of Unit (Approx)	Capacity (Ton)	Qty
1	J hostel	Split AC - Carrier	8	1.5	64
2	Director Office	Split AC - Carrier	8	1.5	2
3	Electrical office	Split AC - Carrier	8	1.5	2
4	Library - Server room	Split AC - Carrier	8	1.5	2
5	Computer Centre - Network room	Split AC - Carrier	8	1.5	2
6	Staff Dining	Ductable AC - Carrier	9	11	2
7	RTC - Above staff dining	Ductable AC - Carrier	9	5.5	1
8	Seminar hall - PGP auditorium	Ductable AC - Carrier	5	11	1
9	Media Lab	Ductable AC - Carrier	5	11	1
10	MDP dining	Inverter Type Split AC 1.5T - Bluestar	1	1.5	1
11	Faculty II Room No 1	Inverter Type Split AC 1.5T - Bluestar	1	1.5	1
12	CPO Office	Inverter Type Split AC 1.5T - Carrier	2	1.5	1
13	C block - FPM classroom	Inverter Type Split AC 1.5T - Bluestar	2	1.5	1
14	Class room C2	Slim line AC 3 T - Voltas	8	3	4
15	Class room C1	Slim Line AC 4T -Haier	8	4	4
16	Studio (CC Cavity ) (Research office)	Split AC 1.5 T - Voltas	8	1.5	2
17	Studio( CC Cavity) (Research office)	Split AC 2T - Bluestar	8	2	1
18	Faculty 1 side room (F I - 1/1B )	Split AC 1.5 T - Voltas	8	1.5	1
19	Faculty 3/1B	Split AC 1.5 T - Voltas	8	1.5	1
20	TA + Meeting room (F-III)	Split AC 2T - Voltas	8	2	4
21	FPM Office (F-III)	Split AC 2T - Voltas	8	2	2
22	FPM Students rooms(F-III - )	Split AC 1.5 T - Voltas	8	1.5	6
23	UPS room in MDC	Split AC 2T - Voltas	8	2	1
<b>Total</b>					<b>107</b>

APPENDIX - IV

FORMAT FOR POWER OF ATTORNEY  
(IN ORIGINAL)

In favour of signatory/s to the Tender, duly authenticated by Notary Public

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, --- ----- (name of the Co.) to Shri --- ----- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of "-----  
----- at IIMK for a period of ----- years" or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all Page 64 of 72 acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Two thousand \_\_\_\_\_).

WHEREAS, even though this sub-delegation is signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand \_\_\_\_\_ ), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (Two thousand \_\_\_\_\_ ) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON

\_\_\_\_\_ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_ BY

(Name & designation of Attorney)

## Annexure I

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

### Bid Security Declaration Form

Tender No. ....dt.....

To

Indian Institute of Management Kozhikode  
IIMK Campus P.O, Kozhikode, Kerala,  
**India,**  
**PIN – 673570**

I/We, the undersigned declared 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 the tender 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 tender, 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 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 Security Declaration)

Name: (insert complete name of person signing the Bid Security 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.

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 attached]**

#### **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** :



**Annexure IV****[To be filled up and submitted in the specified format in the Excel sheet attached]****Summary of Experience of the bidder during last seven years period  
(As per the proof submitted with the e-tender)**

Sl No	Details of AC units under AMC, for which proof submitted. (AC unit Capacity, No of units under AMC, OEM name).	Location of AMC of AC units in the proof submitted	Order value (Rs)	Value as per completion certificate. (Rs)	Date of completion as per completion certificate.
1					
2					
3					

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 attached]****Response Format  
(To be filled up by the Tenderer)**

Sl. No.	Requirements	Compliance details of the Agency
1	Are you having Air conditioning unit maintenance service experience of minimum 5 years? (Copies of work orders/Completion Certificates etc. must be attached)	
2	Have you undertaken One/two/three AMC of AC units for Rs3.7Lakhs/ Rs2.8Lakhs/ Rs1.9Lakhs per year in a year during last seven years as mentioned in our terms and conditions? (Proof shall be attached)	
3	Have you attached the proof of having the requisite experience? (Copies of work orders/Completion Certificates etc.) must be attached)	
4	Have you filled up and submit the "Summary of experience" in the specified format in the tender?	
5	Have you attached 'Bid Security Declaration' in the specified format in excel file?	
6	Are you having average annual financial turnover of the bidder during the last three years of Rs10Lakh? (Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant to be attached)	
7	Have you attached 'Declaration' in the specified format in excel file?	
8	Have you attached the profile of the Vendor in the specified format in excel file?	
9	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)	
10	Have you attached Form 16/26AS ?	
11	Have you attached all other necessary documents as required in the Terms &Conditions?	

**Place:**  
**Date:**

**Signature of the Tenderer:**

**Name & Address of the Tenderer  
with Office Stamp**