



भारतीय प्रबंध संस्थान रोहतक (प्रबंध शहर, एन एच-10, दक्षिणी बाई पास, सुनारिया, रोहतक, हरियाणा-124010) फोन: 01262-228551

OPEN TENDER ENQUIRY

प्रस्ताव के लिए अनुरोध

REQUEST FOR PROPOSAL

Invitation of online Bids for **“Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building at Indian Institute of Management Rohtak, Sunaria Rohtak”** Title of RFP No. IIM-R/Civil/FY 2024-25/OTE/P-116 T dated: **03/05/2024**.

Processing fee: Rs.5900.00/- (Rupees Five Thousand Nine Hundred Only) and EMD of **Rs. 1,34,927.00/-** should be submitted online (IMPS/NEFT/RTGS) to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244, in favor of “Indian Institute of Management Rohtak” (a proof should be attached as scanned copy along with technical bid).

Last date and time for online submission of Bids is 2:00 PM on 17/05/2024

Tender documents/softcopies duly filled and signed using same color ink on all pages by Auth. Signatory/Proprietor with company’s seal stamped on each page must be submitted online on Tender wizard’s website (<https://tenderwizard.com/etenders>) positively before closing date/time as mentioned in the tender document.

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Section 1**NOTICE INVITING TENDER**

1. Online bids /tenders are invited for “**Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building** Online bids must be submitted on Tender wizard’s website (<https://tenderwizard.com/iim-rohtak>)

Summary of important dates and details

Sl.no	Informat	Important
1	Date of Publishing/Hosting of Tender	03/05/2024
2.	Date/Time of closing of Tender	17/05/2024 at 2:00 PM
3.	Date/Time of Opening of Bids	17/05/2024 at 3: 00 PM
4.	Processing Fee	Rs.5900.00 (Rs. Five Thousand Nine Hundred only) in the form of (IMPS/NEFT/RTGS in to Acct. No.252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244 in favor of “Indian Institute of Management Rohtak, Non-refundable in all cases). Bidders registered under MSE having Valid MSE Certificate (under Manufacturing /Service category) are exempted towards processing /tender fees on submitting documentary evidence and bid security declaration as per enclosed format.
6.	EMD(Earnest Money Deposit)	Rs. 1,34,927.00/ should be submitted online (IMPS/NEFT/RTGS) to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244, in favor of “Indian Institute of Management Rohtak”. Bidders registered under MSE having Valid MSE Certificate (under Manufacturing /Service category) are exempted towards earnest money on submitting documentary evidence and bid security declaration as per enclosed format. The earnest money of successfully bidder will be refunded after submission of Security deposit & Performance Bank Guarantee.
7.	Estimated Tender Value (In Rs.)	Rs. 67.46.350.00/- (Rupees Sixty Seven Lac Forty Six Thousand Three Hundred Fifty Only) Excluding GST.
8.	Period of validity of Tender/Bids	Minimum 90 days from closing date.
9.	Place of online Bid opening through Tender Wizard	Administrative block of IIM Rohtak at Sunaria, Rohtak, Haryana PIN - 124010).
10	Security Deposit	The bidder will be submitted SD of 5 % of the order value after issuing LOA within 07 Days. The security deposit without interest shall be return to bidder after successfully delivery/completion of work on submission of work completion certificate.
11.	Completion of work /Duration of	12 Months from the issue of Work order.

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below-

- Bids/queries to be addressed to: The Chief Administrative Officer, Indian Institute of Management Rohtak**
- Postal address for Institute: -:** Indian Institute of Management Rohtak (Management City, NH-10, Southern Bypass, Sunaria, Rohtak, and Haryana-124010).
- Designation of the contact personnel : Project Manager**
 - Telephone numbers of the contact personnel: 01262-228551
 - E-mail ID of contact personnel: **project. office @iimrohtak.ac.in.**
 - Fax number: 01262-274051

3. **Eligibility Criteria: -**

3.1 Bidder should have experience of having successfully completed similar work during the last 7 years ending 31st Mar 2024 should be either of the following:

- One similar work orders costing not less than Rs 53,97,080.00 /-
Or
- Two similar work orders each costing not less than Rs 33,73,175.00/-
Or

iii) Three similar work orders each costing not less than Rs 26,98,540.00/- (Similar works means Annual maintenance work for Split AC & HVAC System work in Govt. Educational Institution or state/central Government Educational Institution or offices/PSU/Autonomous Educational Institution/. (Please submit copy of Work order and Completion Certificate from the Client). The Tenderer should upload the scanned and signed copies of the following documents along with Technical Bid. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications (Please submit copy of Work order and Completion Certificate from the Client). The Tenderer should upload the scanned and signed copies of NIT along with following Technical Bid documents.

- 3.2. 1.. Bidder should not have been blacklisted by any State/Central Government Department/Autonomous Bodies or PSU. The bidder must submit a duly notarized affidavit to this effect. **Applications received without affidavit in original shall stand automatically rejected.** The Bidder will be required to give an undertaking that it would comply with all statutory laws and compliances, including those applicable to the sub-contractors appointed by him and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever
 - 3.2.2 The Bidder should submit active GST Registration Certificate & PAN no.
 - 3.2.3 The Bidder should be registered in ESI & PF authority, if applicable (submit copy of Registration Certificate)
 - 3.2.4 Self-attested copies of work Orders and Client's Satisfactory work completion Certificates in support of qualification criteria given in Para 3.1 above
 - 3.2.5 Average annual financial turnover (gross) during last three years ending on 31 Mar 2023 should be at least of Rs. 20,23,905.00. A copy of turnover statement (For 03 Years ending 31 .03.2023) duly certified by CA with UDIN No to be submitted with techno commercial offer as per attached Annexure 1.
 - 3.2.6 Audited Balance Sheet along with Profit & Loss Statement of latest three financial years as on ending 31st March 2023 duly certified by CA with UDIN No.
 - 3.2.7 EMD amount as specified in this tender document.
 - 3.2.8. Profitability: The Bidder should be a Profit (Net) making firm and should have made profit during past 3 Financial Years ending 31st March 2023 for which balance sheets, duly certified by the Chartered Accountant, are available.
 - 3.2.9 Specialized Firms / Contractors who fulfill the following requirements shall only be eligible to apply. **Applications from Joint ventures or consortium of companies will not be accepted or considered for participation.**
 - 3.2.10 **Successful bidders should** submit solvency certificate of Rs. 26.98 Lac (Rs. Twenty-Six Lakh & Ninety-Eight Thousand) of any nationalized bank after award of work.
 - 3.2.11 Specialized Firms / Contractors is having OEM authorization certificate for servicing & Maintenance work of Split AC (Certificate to be attached).
4. This Tender is divided into five Parts as follows:
- a. **Part I** – Contains General Information and Instructions for the Bidders about the TENDER such as the time, place of submission and opening of tenders, validity period of tenders, etc.
 - b. **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c. **Part III** – Contains Standard Conditions of tender, which will form part of the Contract with the successful bidder.
 - d. **Part IV** – Contains Special Conditions applicable to this tender and which will also form part of the contract with the successful Bidder.
 - e. **Part V** – Contains Evaluation Criteria and Format for price bids

5. This Tender is being **issued with no financial commitment** and IIM Rohtak (the Institute hereafter) reserves the right to change or vary any part thereof at any stage. Institute **also reserves the right to withdraw** the tender, should it become necessary at any stage.

Section 2 – General Instructions to bidders.

1. Last date and time for depositing the bids: Tenders have to be submitted online before **17.05.2024 at 2:00 PM** (Date to be mentioned in terms of DD MM YEAR) bid processing fee must be deposited/uploaded online by the due date and time as given above online. The responsibility to ensure this lies with the Bidder.

2. Manner of submission of bids:-

Bids should be submitted online on Tender wizard's website: <https://tenderwizard.com/iim-rohtak>) at the URL given above so as to reach by the due date and time. **Late tenders/submission of bids will not be considered for evaluation. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by Fax or E-mail will not be considered** (unless they have been specifically called for by these modes due to urgency). **No bids/tender will be considered if bids are not submitted online.**

2.1 On-Line Submission

The On Line Submission will have the following activities:

- i) Submission of digitally signed copy of Tender Documents/ Addendum
- ii) Submission of Acceptance/Rejection of General Terms & Conditions
- iii) Submission of Acceptance/Rejection of Special Terms & Conditions
- iv) Submission of EMD Security Declaration
- v) Submission of **Technical Part** as under:
 - Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)
 - Submission of Bid Annexure (Mandatory)

Technical Part must contain the following which is required to be submitted in the Main Bid/Bid Annexure:

- a) Scanned copy of the complete tender document duly signed and stamped on each page confirming the acceptance of terms and conditions in totality laid down by IIM Rohtak.
- b) Duly filled in Bidder Details Form as per Para 7 of Section 2.
- c) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
- d) Scanned copy of Documentary Evidence of Eligibility Criteria
- e) Technical Offer
- f) Data Sheet
- g) Product Brochure
- h) Any other supporting documents the bidder wishes to submit as a part of Technical Offer

Submission of Financial Part as under:

- i) Submission of Electronic Form (Mandatory)
- j) Submission of Main Bid (Mandatory)
- k) Submission of Bid Annexure (Mandatory)

2.2 Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi- dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Online Public Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer. A bid cannot be opened without a correct Pass-Phrase.

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct Pass Phrase during the TOE of Financial Part, the bid shall be liable to be rejected.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Contractor organization to the e-tendering server/ portal.

Online Public Tender Opening Event (TOE)

2.3 E-tendering Mode only through E Tendering portal (<https://www.tenderwizard.com/iim-rohtak>)

ETS offers a unique facility for 'Online Public Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Public Tender Opening Event (TOE) from the comfort of their offices.

Every legal requirement for a transparent and secure 'Online Public Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Online Public Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by IIM ROHTAK for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

2.4 Other Instructions

For further instructions, the Bidder should visit the home-page of the portal (<https://www.tenderwizard.com/iim-rohtak>) and go to the **User-Guidance Center** the help

information provided through ‘ETS User-Guidance Center’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Contractor organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Contractor organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following ‘**FOUR KEY INSTRUCTIONS for BIDDERS**’ must be assiduously adhered to:

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on ETS
- ii) Register your organization on ETS well in advance of tender submission deadline on ETS
- iii) Get your organization’s concerned executives trained on ETS well in advance of tender submission deadline on ETS
- iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

3. Time and date for opening of bids: 17/05/2024 at 3:00 PM (If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Location of Work: - Indian Institute of Management Rohtak at Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana-124010.

5. Opening of the Bids: through Tender Wizard: - (<https://www.tenderwizard.com/iim-rohtak/>).

6. Two bid system- Yes, Bids have to be submitted in online consisting Technical bid and Commercial Bid, and would be opened on the time and date mentioned above. Bids/tenders of only those firms will be evaluated, which are found compliant/suitable after the buyer’s duly appointed tender committee does technical-commercial evaluation. Technical Bids will be evaluated first. Commercial Bids of only technically qualified bidders’ will be opened.

7. Submission of bidder details form – Bids with all supporting documents should be submitted by bidders on their original memo/letter pad inter alia furnishing details like GST number, Bank address with NEFT Account if applicable, etc. and complete postal & e-mail address of their office **with all self- attested/signed copies of relevant document proving their credentials including audited balance sheets (as asked/mentioned below) and with Bid Security, processing fee as direct deposit** as well in a scanned copy in online with technical bid, positively before closing date/time as mentioned on tender document.

Bids should be submitted online on Tender wizard’s website (<https://www.tenderwizard.com/iim-rohtak/>)

Sl.	Information required	Details to be furnished by the proposer/bidder (Please upload/attach self-attested supporting documents as filled in below to prove your credentials)
01.	Name of Firm	
02.	Nature/name of business	
03.	Shop/Company Act. registration no & date of reg.	
04.	Registered office address	
05.	Phone of Registered office	
06.	Other offices address with Cont. No./Person Name	
07.	Website/Email ID of Firm	
08.	Name of Proprietor/Managing Director	
09.	Contact no of Proprietor/Managing Director	
10.	PAN No. of Firm/Proprietor	
11.	GST registration no. of Firm if applicable	
12.	Firm’s Bank account/NEFT details with IFS Code (attach ECS mandate or copy of cheque)	

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents

shall notify to the Buyer in writing about the clarifications sought not later than **2 (two) days prior to the date of opening of the Bids**. Reply to the queries and their clarification by the purchaser will be updated on www.iimrohtak.ac.in and www.eprocure.gov.in, **Tender wizard's website** (<https://tenderwizard.com/iim-rohtak> only; all interested parties/bidders are required to visit the given websites on regular intervals for latest updates/developments.

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but a signed confirmation copy to be sent by post should follow it and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid can be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result Blacklisting of the vendor **for a minimum 3 years & forfeiture of EMD.**

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with blacklisting of the bidder. if applicable. Conditional tenders will be summarily rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP (If applicable).

13. Validity of Bids: The Bids should remain valid for **minimum 90 days** from the last date of submission of the Bids.

14. Extension of AMC period: - AMC period may be extended depending upon satisfactory performance report of current AMC period by the Engineer-In-Charge for next two years on same price rate with same terms and conditions of tender document.

15. INSTITUTE'S RIGHT TO VARY QUANTITIES /DEVIATION /EXTRA ITEMS

15.1 The Institute reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity. As per CPWD Manual agreement addition /alternation quantity of items of work to be executed beyond which rates are to be determined in accordance as per CPWD clauses 25 % (Twenty-Five percent) of each item which is the part of schedule of quantity mentioned in BOQ.

15.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Institute on an individual tender.

15.3 Extra substituted and deviated items of the schedule of quantity to be paid to the contractor as per the CPWD Specification.

16. INSTITUTE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Institute does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Institute's action.

17. ISSUE OF LETTER OF INTENT / AWARD

The issue of Letter of Intent shall constitute the intention of the Institute to place the work Order with the successful bidder. The date of commencement of work shall be reckoned from 10th day after the date of issue of award letter.

18. The bidder shall within 15 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

19. CANCELLATION OF LETTER OF INTENT /WORK ORDER

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Institute may make the offer to any other bidder at the discretion of the Institute or call for new bids.

20. POST BID CLARIFICATIONS: - No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Institute in the Institute's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

21. COMPLETION

Completion of the work shall be made by the Contractor in accordance with the terms specified by the Institute in the **NOTICE INVITING TENDER** of the contract and goods shall remain at the risk of the Contractor until completion have been completed in full. The Schedule of completion shall be the essence of the contract.

Section III – General / Standard Conditions of contract (Part I & II)

1. PRICE APPLICABILITY

Prices in the work Order shall remain valid for the period of completion schedule or extended completion schedule or till the work is completed. In case of delayed supplies, after completion period, the advantage of reduction of taxes/duties shall be passed onto the Institute and no benefit of increase will be permitted to the Contractor.

2. STANDARDS: -

The Materials supplied under the contract shall conform to the standards mentioned in the Technical Specifications in the NIT and CPWD specifications as applicable.

3. PATENT RIGHTS

The Contractor shall indemnify the Institute against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

4. Deposit SECURITY

1. Within 07 days of the Contractor's receipt of Letter of Intent (LOI), the Contractor shall furnish a Performance Security of 5 % awarded value for the amount specified in special condition of the tender in the form of insurance security bond, account payee DD, fixed deposit receipt form commercial bank or online payment or bank guarantee as per format given in this tender.
2. The proceeds of the Performance Security shall be payable to the Institute as compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.
3. The Performance Bond shall be in the form of bank guarantee issued by a scheduled bank situated in India and the form provided by the Institute.
4. As regards validity of PBG, please refer to Special Conditions of the contract (Section-4). The Performance security shall remain valid for period of annual maintenance period including warranty & obligations & refunded to the bidder after completion of AMC period without interest.

5. INSPECTION AND TESTS

5.1 The Institute or its representatives or ultimate client shall have the right to inspect and test the Materials for their conformity to the specifications. The Institute may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Institute requires and where they are to be conducted. Where the Institute decides to conduct such tests on the premises of the Contractor, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to confirm to the specifications, the Inspector may reject them and the Contractor shall either replace the rejected Materials or make alteration necessary to meet the specifications requirements free of cost to the Institute.

5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Institute's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Institute. If any material before it is taken over is found defective or fails to fulfil the requirements of the contract, the Inspector shall give the Contractor notice setting forth details of such defects or failures and the Contractor shall make the material

good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Contractor, free of the all charges, at the site(s).

5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

6. Warranty contract period/Defect liability period – NA.

7. Delivery and Transportation –At supplier/Seller/Service provider's expense.

8. Delivery location – Indian Institute of Management Rohtak (Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN - 124010)

9. Consignee details – Indian Institute of Management Rohtak (Management City, NH-10 Southern Bypass, Sunaria, Rohtak, Haryana PIN - 124010)

Part II – Standard Conditions of Tender

The Bidder is ~~required~~ to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below on their original letter head which will automatically be considered as part of the Letter of Award/Contract concluded with the successful Bidders (i.e. Seller/Seller/Service provider in the Contract) as selected by the Buyer. **Failure to do so may result in rejection of the Bid submitted by the Bidder.**

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India, subject to Rohtak jurisdiction.

2. Effective onsite delivery period (Against each issued purchase/demand order): -12 Months from purchase order issue or demand date and shall remain valid until the complete obligations by both the parties under the purchase order/agreement/contract. The deliveries, supplies, installation and performance of the items/services shall commence from the effective date of the purchase order issue date.

3. Arbitration: In the event of any dispute/difference/question (referred to as “dispute” hereinafter) between the IIM Rohtak and the contracting agency/seller out of or in any way concerning this contract in respect of any matter, which cannot be settled mutually, shall within 30 days from the date one party informs the other in writing that such a dispute exists, be referred to the conciliator appointed by the Director IIM Rohtak or any other competent authority of the institute. The conciliator shall give written decision within 28 days of receipt of a notification of dispute. The conciliator shall be paid per seating basis and the cost (fee, transport charges etc.) of conciliator shall be borne equally by both the parties. In case decision of conciliator is disputed by either of the parties, it may request to the Director IIM Rohtak to appoint an Arbitrator within 28 days of the written decision of the conciliator. In neither party refers the dispute (s) for arbitration within the aforementioned 28 days, the conciliator's decision shall be final and binding. Otherwise the dispute shall be referred to the Arbitrator appointed by the Director IIM Rohtak or any other competent authority of the institute for settlement of the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

4. Penalty for use of Undue influence: The seller/Seller/Service provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the order/contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present order/contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the seller/Seller/Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller/Seller/Service provider) or the commission of any offers by the seller/Seller/Service provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller/Seller/Service provider and recover from the seller/Seller/Service provider the amount of any loss arising from such cancellation. A decision of the Buyer's/Competent Financial Authority (CFA) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller/Seller/Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller/Seller/Service provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the seller/Seller/Service provider to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission: The Seller/Service provider confirms and declares to the Buyer that the Seller/Service provider is the original manufacturer of the services/products referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever,

to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller/Service provider ; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Service provider agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way in corrector if at a later stage it is discovered by the Buyer that the Seller/Service provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller/Service provider will be liable to refund that amount to the Buyer. The Seller/Service provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller/Service provider who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above MIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller/Service provider has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller/Service provider, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of the Buyer, the Seller/Service provider/other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract/purchase order, the Buyer may, at his discretion, withhold any payment until the completion of the supply/commissioning/installation/contract. The BUYER may also deduct from the SELLER as agreed, **liquidated damages to a sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores/services delivered late, for each week or part thereof, subject to the maximum value of the Liquidated Damages being not higher than 10% of the Contract value.**

9. Termination (Cancel) of Contract: The Buyer shall have the right to terminate (Cancel) this Contract/Order in part or in full in any of the following cases: -

- a) The Agency shall be fully responsible for faithful compliance of the provisions of the LoA/purchase/Work Order/Agreement. Any breach or failure to perform the same may result in termination of the purchase order/Work Order/Agreement and forfeiture of the security deposit as well as other legal recourse.
- b) The Company providing items/services is declared bankrupt or becomes insolvent.
- c) Any misconduct/misbehavior on the part of employees etc. deployed by the seller/agency will not be tolerated and the same must be replaced with suitable and equivalent immediately, failing to comply with same will lead to termination of order/contract.
- d) The Buyer has noticed that the Seller/Service provider has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- e). The Director, IIM Rohtak reserves the right to reject any or all tenders in whole or in part without assigning any reason thereof and decision of the Director, IIM Rohtak shall be final and binding on the sellers/agencies in respect of any clause covered under the contract/PO.

10. Notices: Any notice required or permitted by the contract shall be written in the Hindi or English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The Seller/Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the order/Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The seller/service provider shall indemnify the Buyer against all claims from a third party at any time on account of infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacturer or use. The Seller/Service provider shall be responsible for the delivery of item/services irrespective of infringement of any or all the rights mentioned above.

13) Amendments: No provision of present proposal/Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of order/contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14) Taxes and Duties

- a. If Bidder desires to ask for GST, statutory compliances, duties etc., the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- c. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring

of such offers summarily.

d. If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes applicable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

e. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller/Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller/Service provider.

15. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between the IIM Rohtak and the Bidder for purchase (If required). This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific item/services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per the prescribed format will be provided on request (If required). The essential elements of the Pact will be as follows:

- a.** A pact (contract) between the IIM Rohtak, "the authority or the "principal" and those companies submitting a tender for this specific activity (the Bidder");
- b.** An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c.** A statement by each Bidder that it has not paid, and will not pay, any bribes;
- d.** An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- e.** The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f.** Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".
- g.** The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i.** Denial or loss of contracts;
 - ii.** Forfeiture of the Bid security and performance bond;
 - iii.** Liability for damages to the principal and the competing Bidders; and
 - iv.** Debarment of the violator by the Principal for an appropriate period of time.
- h.** Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below on their original letter head which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

2. Option Clause: The contract will have an Option Clause, wherein the Buyer may exercise an option to procure an **additional 30% of the original contracted** quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. Repeat Order Clause – The contract will have a Repeat Order Clause, wherein the Buyer may order up to 50% quantity of the items under the present contract within one year from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. Tolerance Clause – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the **right to 25 % plus/minus increase or decrease** the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered may be increased or decreased by the Buyer within this tolerance limit. It will be entirely the discretion of the Buyer to place the Repeat order or not.

5. Payment Terms for Indigenous Sellers - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is available on Institutes website and can be given on request. The payment will be made as per the following terms, -

a. Payment will be made on after submission of running bill on Quarterly basis /completion of work & document's as per institute requirement in the stipulated time duly verified by Engineer In-charge

b. 100% payment in Indian rupees after successful delivery/installation/commissioning of supplied items in time and acceptance by the user subject to production of invoice in originals with.

c. **Security Deposit (SD): Security deposit @ 5 % of the work order shall be submitted in form of insurance security bond, account payee DD, fixed deposit receipt for commercial bank, bank guarantee or online payment. The security deposit without interest shall be refunded to bidder after successfully delivery/completion of work on submission of work completion certificate.**

6. Advance Payments: No Advance payment/s will be made as per terms and conditions of contract

7. Fall clause - The following fall clause will form part of the contract placed on successful Bidder -

a. The price charged for the item/services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the item/services or offer to sell item/services of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such item/services to any person/organization including the Buyer or any Dept., of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the item/services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

a. Exports by the Seller.

b. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

c. Sale of goods such as drugs which have expiry dates.

d. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

8. Exchange Rate Variation Clause: Not applicable. (Price quoted by the bidder must be quoted in Indian Rupees and the same should be firm and valid for min. 90 days from tender closing date and no foreign exchange rate variation would be allowed during validity of bid)

9. Risk & Expense clause

- a). Should the item/services or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the item/services or any instalment thereof, the Buyer shall after granting the Seller 07 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b). Should the item/services or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c). In case of a material breach that was not remedied within 07 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other item/services of the same or similar description to make goods. /services.

10. Force Majeure clause

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than One (01) month, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (Fifteen) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

11. Product support/warranty – Shall be provided through respective OEM (Original Equipment Manufacturer) for the items under question or as mentioned/asked against each category.

12. Import License: The Bidders are to confirm that they have requisite import license (If applicable) from respective Govt. Authorities and Authorization from the manufacturer if applicable.

13. Earliest Acceptable version- Latest material with respective manufacturer warranty shall only be supplied under this proposal or subsequently concluded contract/Order.

14. Transportation/delivery of items/services: At supplier's expense on site i.e. at Indian Institute of Management Rohtak (New Campus, near Sunaria Village, Rohtak), Haryana PIN-124 010.

15. Packing, Marking, Insurance and forwarding: At supplier's, expense All-inclusive).

16. Quality: The quality of the item/services must be delivered according to the present order/Contract shall correspond to the technical specifications/conditions and standards valid for the deliveries of the same in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the item/services suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the item/services to be supplied under this Contract shall be genuine.

17. Inspection Authority: The Inspection will be carried out by notified inspecting agency of IIM Rohtak (i.e. Engg. dept.). The mode of Inspection will be Departmental Inspection.

18. Onsite Warranty/Guarantee/free replacement – As per respective manufacturer/OEMs standard terms for all items under question or as mentioned/asked against each category (refer price bid) or free replacement against defective or substandard quality supply or malfunctioning for all mentioned items/services if not mentioned against the respective category.

19. SCOPE OF WORK: - The work shall be generally carried out as per CPWD specifications for construction works, instructions as may be issued by the Institute Engineer in charge responsible for work from time to time.

Rules and Manual to be followed

21.1 CPWD Specification with up to date correction slip and CPWD general conditions of contract, Contractor labour regulation act as applicable in CPWD shall be followed.

21.2 Technical staff at site shall be deployed as per CPWD rules and guidelines otherwise necessary recovery as applicable shall be done from bill of contractor. No material /Tool plants shall be issued to contractor.

21.3 Authority for fixing compassion under GCC Clause no 2 of CPWD Shall be Director IIM Rohtak.

21.4 All test certificate /manufacture certificate shall be arranged by the contractor and submitted to Engineer in Charge.

Part V – Evaluation Criteria & Price Bid issues

1. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b. In respect of Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment/material as mentioned in the RFP (Part –II, Para-2). The compliance of bids would be determined based on the parameters specified in the RFP and successful onsite demonstration of the offered products/items (if felt necessary & asked) before the bids evaluation committee. The Price Bids/Commercials of only those bidders will be considered & evaluated whose bids would clear the technical specification evaluation criteria's (including onsite demonstration).

c. The lowest price bid will be decided upon the total value wise lowest price quoted by the particular Bidder as per the Price bid Format. The consideration of taxes and duties in evaluation process will be as follows:

i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

ii. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

3. Sales tax and other local levies, i.e. octroi, entry tax etc. would be ignored in case of indigenous Bidders.

d. The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty /GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption, which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty, which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.

e. In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

f. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

g. The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

h. **The Lowest reasonable, economical & acceptable bids against work, as mentioned in Part-V RFP/proposal document** will be considered in rates must be quoted in Indian rupees in import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the RBI/SBI/GOC declared exchange rate.

1. **Price Bid Format:** The Price Bid /Bill of quantity Format is given **as an annexure A** /provided online and Bidders are required to fill this up correctly **with full details.**

2. **Check list –**

3.1. Processing fee Rs.5900.00 deposited to the account as given above. **(Proof must be attached with technical bid, there is relaxation of processing fee /EMD for MSE.**

3.2. Duly filled and signed scanned copies of Tender document by authorized signatory on all pages with company's credential documents like firms' Reg.Certificate/Partnership deed etc., company profile, GST reg. copy, copy of MOA (Memorandum of Association) all brochures of respective items/accessories with sign & seal on each page, duly attested copies of balance sheets.

3.3. Self-attested copy of all relevant supporting documents (Refer Part-II Para-2 above) as applicable **(To be attached with technical bid).**

3.4. Bids must be submitted online on <https://www.tenderwizard.com/iim-rohtak/> before closing date/time positively.

3.5. Scan copy of Covering/Forwarding letter of Bids shall be on original letter head of the company duly ink signed and stamped with company seal.

3.6 **Bid security/EMD (Earnest Money Deposit) :- Rs. 1,34,927.00/ should be submitted online (IMPS/NEFT/RTGS) to Acct. No. 252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244, in favor of "Indian Institute of Management Rohtak".**

3.7 Work Experience certificate.

3.8 **Annual Turnover as per annexure attached.**

3.9 All annexure with signed and stamped.

3.10 Bidder should have profitable (Net Profit) in last 3 financial years (i.e. 2020-2021,2021-2022 & 2022-2023).

SECTION:-6

AGREEMENT

This agreement made on Between Indian institute of Management Rohtak (hereinafter called the employer) of the one part andhere in after called “ The Contractor” of the other part.

Whereas the employer is desirous that certain works should be executed i.e. Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building at Indian institute of Management Rohtak and has accepted a tender of the contractor for

OW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract there after referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

The award letter No. :-

References as mentioned in the award letter:-

In consideration of the payments to be made by the employer to the contractor, the contractor hereby covenants upon to execute and maintain the works in conformity in all respects with the provisions of the contract.

Institute hereby covenants to pay the consideration of, complete contract for providing photocopying and documentation of the works at the contract price at the times and in the manner prescribed by contract.

In witness whereof the parties have hereunto set their respective hands and seals the day and year first above written.

For & on contractor
Indian institute of Management

For & on behalf of

Witness (i)

(ii) Date:

Rohtak

SECTION -7
FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated
For the supply of Vide Tender No. Dated.....

KNOW ALL MEN by these presents that WE OF Having our
registered office at (Hereinafter called “the Bank”) are bound unto

Indian institute of Management Rohtak (hereinafter called “the Institute”) in the sum of
INR/US\$ for which payment will and truly to be made of the said Institute, the
Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Institute during the period of bid validity
3. (a) Fails or refuses to execute the Contract, if required; or
(b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Institute up to the above amount upon receipt of its first written demand, without the Institute having to substantiate its demand, provided that in its demand, the Institute will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including Thirty (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Bank Authority.

Signature of the

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

SECTION -8

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

Indian Institute of Management Rohtak

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No.: _____

In consideration of Indian Institute of Management Rohtak, having its office at Sunaria Rohtak (hereinafter referred to as "IIM Rohtak" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued work Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Contractor" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Contractor having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /award letter /work order No.

_____ dated _____ and Institute having agreed that the Contractor shall furnish to IIM ROHTAK a Performance Guarantee for the faithful performance of the entire contract, to the extent of 5 % (Five percent) of the value of the Work Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Contractor) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay up to but not exceeding _____ say

_____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Contractor having failed to perform the Agreement and despite any contestation on the part of above named Contractor.

This Letter of Guarantee will expire on _____ including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature

Manager

Seal of Bank

SECTION -9

PLEDGE OF COMPLIANCE

(To be given on original letter head of the company/firm by the legal owner/authorized signatory of the company/firm)

I,full name, designation....., acting on behalf of M/s.....Company/Agency name & Registered office's full address....., which is an applicant/bidder for **“Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building at IIM Rohtak Tender no IIM-R/Civil/ FY 2024-25/OTE/P-116 T dated 03.05.2024 to the Indian Institute of Management Rohtak (Management City, NH-10, Southern Bypass, Sunaria, Rohtak PIN124 010) hereby undertake that I/We have no criminal antecedents, never declared bankrupt, never black listed by any Govt./PSU/Autonomous dept./agency/body and we shall abide by all terms and conditions mentioned in this tender document and subsequently issued PO/LoA/Lol/work order/Agreement against the said tender enquiry. In the event of any breach of terms and conditions of this tender and subsequently issued PO/LoA/Lol/work order/Agreement against the said tender enquiry during the entire period of contract, we shall take the full responsibilities of any loss incurred by my agency/company employees/representatives by their negligence to IIM Rohtak including financial, time and reputation as assessed by competent authority of IIM Rohtak and my company/agency will fully compensate to IIM Rohtak for all such losses without ensuing any legal process.”**

Company's official seal.....

Name: Date:.....

Signature:

Place:.....

Full Address:

Pin..... Contact Nos.....

E-mail ID.....

SECTION -10

INTEGRITY PACT

To,
Indian Institute of
Management, Rohtak

Subject: - **Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building at IIM Rohtak.**

Dear Sir,

I/We acknowledge that Indian Institute of Management Rohtak (IIM Rohtak) is committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE APPLICATION SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement, in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come in to existence when tender/bid is finally accepted by IIM-R. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM-R shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

Seal of bidder
Date:

Signature(s) of Bidder(s)
Name and Address

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of
20.....

BETWEEN

IIM Rohtak represented through its Director,
(hereinafter referred as the 'Principal/Owner', which expression shall unless
repugnant to the meaning or context hereof includes its successors and permitted
assigns)

AND

.....

through (hereinafter referred to as the
"Bidder/Contractor " and which expression shall unless repugnant to the meaning or
context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No)
(hereinafter referred to as "Tender/Bid ") and intends to award, under laid down
organizational procedure, contract for
..... (name of the work)
hereinafter referred to as the " Contract ".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of
the land, rules, regulations, economic use of resources and of fairness/transparency in
its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter
into this Integrity Agreement (hereinafter referred to as " Integrity Pact " or " Pact "),
the terms and conditions of which shall also be read as integral part and parcel of the
Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact,
the parties hereby agree as follows and this Pact witnesses as under:

Annexure 1

Annual Financial Turnover Form
(to be submitted on bidder's letter Heads)

Name of the Work: Tender for “Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building at IIM Rohtak” NIT No. IIM-R/Civil/FY 2024-25/OTE/P-116 T dated 03.05.2024

ANNUAL FINANCIAL TURNOVER OF THE BIDDER

The Bidder shall indicate annual financial turnover based on audited annual accounts by Chartered Accountants.

Financial Year	Annual Turnover	Net Profit
2020-21		
2021-22		
2022-23		
Average Annual Turnover		

Note:

1. Signature and seal of Chartered Accountant is mandatory.
2. Copy of audited balance sheet and profit & Loss account duly certified by CA for above financial Year shall be attached.

Name / Firm Name, Signature & Seal of

Name, Signature and Seal of Bidder

Chartered Accountant

(UDIN No :)

Date :

Date :

BID SECURITY DECLARATION FORM
(to be submitted on bidders letter Heads)
(to be submitted by MSE Bidder Only)

Date.....

Name of the Work: Tender for “Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & HVAC System for Hostel & Admin, Academic, Seminar Hall building “at IIM Rohtak”
NIT No. IIM-R/Civil/FY 2024-25/OTE/P-116 T Dated 03.05.2024.

To
Chief Administrative Office
IIM Rohtak
Haryana – 124001.

I/We, The undersigned, declare that:

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

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

- a) Have withdrawn/ modified/ amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form Bid; or
- b) Having been notified of the acceptance of our bid by the employer/purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance security deposit in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if am/we are not the successful bidder.

Signed: (insert signature of person whose name and capacity are shown)

Name: (insert complete name of person signing the Securing Declaration)

Dated on -----day of ----- (insert date of Signing)

Seal

Name of the Work: Tender for “Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building “at IIM Rohtak” NIT No. IIM-R/Civil/FY 2024-25/OTE/P-116 T dated 03.05.2024.

SELF-DECLARATION – NO BLACKLISTING

Date: -

The Chief Administrative Officer
Indian Institute of Management Rohtak
Sunaria, Rohtak-124010 (Haryana)

Dear Sir/Madam,

In response to the Tender Document for “**Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building at IIM ROHTAK**” vide Tender no IIM-R/Civil/FY 2024-25/OTE/P-116 T dated 03.05.2024 to the **Indian Institute of Management Rohtak (Rohtak, Haryana)**, I/ We hereby declare that presently our company/firm ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm (Name) is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Yours faithfully,

Place:

Signatures_____

Date:

NIT No :- IIM-R/Civil/FY 2024-25/OTE/P-116 T Price Bid Format "Onsite Annual Maintenance Contract of 641 Nos Split AC 1.0 TR/2.0 TR & 758 HP HVAC System for Hostel & Admin, Academic, Seminar Hall building at IIM ROHTAK Date :- 03.05.2024 Annexure A

SR. No.	DESCRIPTION	UNIT	QTY	UNIT RATE PER TR/HP	AMOUNT
1	Comprehensive Maintenance of 541 No's split AC 1.0 TR which include preventive maintenance services ,cleaning of heat exchanger,filteretc,diagnose of electronic connection, check motor performance, unit performance, current etc. to checked pre and post service, break down calls- inspection and resolution, replacement of compressor, gas charging ,electrical parts, electronic parts, remote controller, repair/replacement of cooling coil and condenser, replacement of plastic parts as specified by engineer in charge.Make :-Hetachi.	TR	541		
2	Carryout the chemical cleaning & gas filling of all Out door unit VRF ODU capacity fitted on Admin block Seminar Hall Staff dining etc. During the servicing of outdoor should be properly working in all aspects including defective parts repairing i.e PCB & MOTHER BOARD Contractor Fan belt, servicing of compressor 28 HP.On post completion of servicing Unit should be working satisfactory with proper cooling effect. (QTY 11 No.s) Make MIDEA	HP	308		
3	Carryout the chemical cleaning & gas filling of all Out door unit VRF ODU capacity fitted on Admin block Seminar Hall Staff dining etc. During the servicing of outdoor should be properly working in all aspects including defective parts repairing i.e PCB & MOTHER BOARD Contractor Fan belt, servicing of compressor 34 HP.On post completion of servicing Unit should be working satisfactory with proper cooling effect.(QTY 11 No.s) Make MIDEA	HP	374		
4	Carryout the chemical cleaning & gas filling of all Out door unit VRF ODU capacity fitted on Admin block Seminar Hall Staff dining etc. During the servicing of outdoor should be properly working in all aspects including defective parts repairing i.e PCB & MOTHER BOARD Contractor Fan belt, servicing of compressor 20 HP.On post completion of servicing Unit should be working satisfactory with proper cooling effect.(QTY 2 NO.S) Make MIDEA	HP	40		
5	Carryout the chemical cleaning & gas filling of all Out door unit VRF ODU capacity fitted on Admin block Seminar Hall Staff dining etc. During the servicing of outdoor should be properly working in all aspects including defective parts repairing i.e PCB & MOTHER BOARD Contractor Fan belt, servicing of compressor 18 HP.On post completion of servicing Unit should be working satisfactory with proper cooling effect.(QTY 2 NO.S) Make MIDEA	HP	36		
6	Comprehensive Mainteance of 100 no.s spilit AC which include preventive maintenance services 03 no.s,cleaning of heat exchanger,filteretc,diagnose of electronic connection, check motor performance, unit performance, current etc. to checked pre and post service, break down calls- inspection and resolution, replacement of compressor, gas charging (2 times in a year),electrical parts, electronic parts, remote controller, repair/replacement of cooling coil and condenser, replacement of plastic parts as specified by engineer in charge, Make :-Hetachi.	TR	200		
Total Amount Rs (Only) Excuding GST