



भारतीयप्रबंधसंस्थानकोषिकोड
आईआईएमकोषिकोडकैम्पस- पीओ

INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE
IIM KOZHIKODE CAMPUS P.O., KOZHIKODE – 673 570
Telephone: 0495 2809 222/415 Fax : 0495 2803011
Email: aeee@iimk.ac.in, aelect@iimk.ac.in

Website: www.iimk.ac.in

NOTICE INVITING e-TENDER

FOR

**Supply, Installation, Testing and Commissioning of AC units
at L1 and L2 Hostel in IIMK**

Part 1- Technical Bid

(Tender No. IIMK/ ELE/e12/2025-26 dated 26/09/2025)

Date of Issue of NIT	: 26/09/2025
Due date of receipt of queries/clarification	: 09/10/2025 up to 5:00 PM
Date of corrigendum for clarifications, if any	: 10/10/2025
Due Date of Submission	: 23/10/2025 up to 03:00 PM
Date Opening of Technical Bid	: 23/10/2025 at 04:00 PM
EMD amount	: Rs 1,15,410.00/-
Date of Opening of Price bid	: Will be announced later.

Tender No. IIMK/ ELE/e12/2025-26 dated 26/09/2025

TABLE OF CONTENTS

Sl. No.	Description	Page No.
I	Notice Inviting Tender	3
II	Tender Form	12
III	Draft Agreement	13
IV	General Conditions Of Contract	15
V	Safety Code	25
VI	Special Conditions Governing The Contract	27
VII	Technical specification	30
VIII	Annexure-I	31
IX	Annexure-II	32
X	Annexure-III	33
XI	Annexure-IV	34
XII	INSTRUCTIONS FOR VENDORS	35

INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE

I. NOTICE INVITING TENDER

1.1 Sealed competitive e- Tenders are invited by the Indian Institute of Management Kozhikode (Kerala) in Two-Bid system i.e. (i) Technical Bid and (ii) Price Bid for the work “Supply, Installation, Testing and Commissioning of AC units at L1 and L2 Hostel in IIMK” from manufactures, suppliers or experienced contractors having satisfactorily completed similar works carried out at Govt./ Semi Govt organization/ PSU/Private firms during last seven years ending last day of month previous to the one in which the tender is invited. Documents and certificates in proof, to the satisfaction of the Institute, his previous experience in the work of AC installation work as described above shall be enclosed.

1.2 ELIGIBILITY CRITERIA FOR PARTICIPATION IN BID/TENDER

1.2.1 Reputed, eligible and resourceful, competent AC contractor shall give an “UNDERTAKING” that they would facilitate their regular support during the warranty period. In absence of such undertaking, the tender is liable to be rejected.

1.2.2 Firms/ Contractors who fulfil the following requirements shall be eligible to apply:

The firm should have successfully completed similar works in Central Government/ State Government/ Central or State Autonomous Bodies/ Central or State Public Sector Undertakings /Private firms during the last seven years ending last day of the month previous to the one in which Tender is invited. The Date of completion of the work shall be during the period of 7 years.

Three similar works each of value **not less than Rs.16.00 Lakhs** and the work should involve SITC of AC unit’s work.

OR

Two similar completed works each of value **not less Rs.23.00 Lakhs** and the work should involve SITC of AC unit’s work.

OR

One similar completed work of value **not less Rs.31.00 Lakhs** and the work should involve SITC of AC unit’s work.

For this purpose, ‘cost of work’ shall mean gross value of the completed work including the cost of materials supplied by the Govt./ Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/ Site engineer or Equivalent. Similar works means supply installation testing commissioning of **Split AC units work**.

1.2.3 Tenderers are required to submit TDS Certificates in form 16A in case of similar works are executed for a private body which shall form basis for establishing the completion cost of works executed by the bidder.

1.2.4 One Site engineer (Mechanical/Electrical) with not less than five years’ experience in the design, erection, testing and commissioning of AC systems, and one Site Supervisor with not less than two years’ experience or Diploma (Mechanical/ Electrical) with not less than five

years' experience in the design, erection, testing and commissioning of AC systems should be in the worksite in all days. The firm is required to submit the following documents as a proof of employment of technical staff

The completion certificate of previous contracts should clearly indicate: -

- 1 Name of work with value and details.
- 2 Type and capacity of equipment's
- 3 Date of completion.

1.3 Tender documents for e-Tendering can be submitted through the e-procurement portal <https://mhrd.ewizard.in>

- | | |
|-----------------------|--|
| a. Tender No. | : Tender No. IIMK/ELE/e12/2025-26 dated 26/09/2025. |
| b. Name of Work | : Supply, Installation, Testing and Commissioning of AC units at L1 and L2 Hostel in IIMK. |
| c. Time of completion | : 90 days |

1.4 PREAMBLE

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

- 1.5** The tender shall be complete in all respect. Tenders incomplete, partially attended etc. are liable to be rejected.
- 1.6** The quoted rates shall be inclusive of all labour charges, materials, taxes & duties, handling, transporting, unloading etc. at the Institute's Campus at Kunnammangalam. The tenderer is not eligible for any other payment over and above the quoted amount in any case. **No extra payment** for the extra work claimed by the Contractor/Vendor would be admitted.
- 1.7** 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.
- 1.8 Site Inspection:** The tenderer / his representatives shall visit the site for assessment of the work to be done before quoting the rate. The rates quoted in the tender by the contractor must be for the finished work which includes expenses towards Portable DG sets for electricity for cutting/welding works, scaffolds for working at heights etc. No extra payment for the extra work claimed by the contractor / vendor would be admitted.
- 1.9** The Tenderer must have a valid GST registration Number (in the same name in which he is submitting his offer) with state. Proof of GST registration must be submitted along with the Technical bid.
- 1.10 Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**
- I. Any bidder from a country which shares a land border with India will be eligible to bid in

this tender only if the bidder has a valid registration granted by the Competent Authority of the Government of India's stipulated under Rule 144(xi) of GFR, 2017.

II. "Bidder" (including the term 'tenderer') means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" means:-

- a. An entity incorporated, established or registered in such a country ;or
- b. A subsidiary of an entity incorporated, established or registered in such a country ; or
- c. An entity substantially controlled through entities incorporated, established or
- d. registered in such a country; or
- e. An entity whose *beneficial owner* is situated in such a country ;or
- f. An Indian(or other)agent of such an entity ;or
- g. A natural person who is a citizen of such a country ; or
- h. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The *beneficial owner* for the purpose of(iii) above will be asunder:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together,or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

[Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements]
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an un incorporated association or body of individuals, the beneficial owner is the natural person(s),who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under1.or2.or3. above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority of the Government of India.

1.11 Tenderers should quote their rates both in figures and in words. The Schedule of Quantities must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left. Tenders with rates quoted in any other form, other than the prescribed Schedule of Quantities, are liable to be rejected.

1.12 Tenders not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions are liable to be rejected.

1.13 SUBMISSION OF THE TECHNICAL BID:

- (a) All bids should be done through Ministry of Education's online procurement portal at <https://mhrd.ewizard.in>
- (b) Tendering shall be in two stages; one is Technical Bid (Documents) and another is Financial Bid (BOQ). Bids shall be accepted only in online mode through E-Procurement Portal. The documents to establish eligibility shall be opened first for evaluation of technical bid on due date and time as mentioned in the NIT. The Financial bid (BOQ) of only those Bidders whose technical bids are qualified as per requirement shall be opened.

(c) Queries:

Interested bidders can send their queries related to the work through e-mail (contact email addresses are: aelect@iimk.ac.in, csee4@iimk.ac.in) so as to receive the queries at the said email addresses not later than 09/10/2025 up to 5PM. The answers for above queries will be uploaded in the website of the Institute Website: <http://www.iimk.ac.in/announcements/tender.php> as well as the e-procurement portal <https://mhrd.ewizard.in> on 10/10/2025. Such queries and answers shall form part of the tender document and contract agreement. Queries raised beyond the stipulated date will not be entertained.

1.14 Opening of Tenders

The valid e-bids received through the e-Procurement portal before the deadline (23/10/2025 at 03:00PM) will be opened at **04:00 PM on 23/10/2025** by representatives of IIMK and the bidders or their representatives they choose can be log into the e-procurement portal for getting the updates of the tender.

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

1.15 Authorized Signatory

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

1.16 Acceptance Period

The tender shall remain firm for acceptance for a period of 90 days from the date of opening of e-tender. If required, the Institute will be at liberty to extend the validity period of this tender for additional period of 30 days. Any withdrawal during firm period will entail forfeiture of EMD

1.17 Earnest Money Deposit (EMD)

- a. The tender document shall be accompanied by earnest money of Rs.1,15,410/- (Rupees One Lakh Fifteen Thousand Four Hundred Ten only) as EMD through E-Payment mode in E-procurement Portal. Bidder has to select the payment option as “e-payment” to pay the EMD as applicable.
- b. Technical bids received without EMD is liable to be rejected. The EMD will be refunded to the unsuccessful vendors within one month of the acceptance of the Tender by the competent authority of the Institute.
- c. EMD of the successful vendor will be returned only after receipt of Security Deposit towards Performance Security. In case of successful vendor, the EMD (if any) may be adjusted towards the Performance Security deposit on request.
- d. The amount of EMD (if any) is liable to be forfeited, if the vendor withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit

No interest will be paid on the EMD (if any)/ Performance Security deposit remitted

1.17.1 The bidder will be considered as a defaulter and will entail forfeiture of the EMD 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.

1.18 Schedule of quantities

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Institute/Consultant do not accept any responsibility for the correctness or completeness of the schedule, in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Institute/ Consultant without affecting the terms of the contract and the Contractor's quoted rate is valid for all such variations. The Institute / Consultant reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract.

1.19 Contractors' Rates

The contractors' rates must include the cost of transportation of material to the site, loading, unloading, storage at site, ESI, PF, KCWWF, all taxes such as, Works contract tax, GST, IT, Customs & Excise Duties & Octroy , etc. and the fixing or placing in position for which the items of work is intended to be operated. The rate would also include any earth work removal and filling.

The rates shall remain firm, throughout the contract period including the extended period if any. No extra payment would be released by IIMK unless IIMK desires extra work to be carried out.

1.20 Alterations in Tender Documents

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

1.21 Acceptance of Tender

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

1.22 Quality

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.

The tenderers are required to submit samples of the models quoted with test result, if instructed so, without any additional cost.

1.23 Commencement of work/ Period of completion

The Contractor shall commence work 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. Time is the essence of the Contract. All works as per this tender will be completed within **90 days** from the date. Completion period includes Monsoon period as well as festival period.

1.24 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.

1.25 Warranty/Guarantee period for all the supplies shall be minimum One year for whole AC units from the date of installation. Any defects which develop within 'Defect Liability/warranty Period ' will have to be rectified by the Supplier 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 supplier. The rectification of such defects shall be done immediately on receipt of intimation from the Institute.

1.26 AMC: Comprehensive AMC for **5years** period as per the quoted rate shall be applicable from the date of expiry of Warranty period. In case the contractor failed to submit the AMC proposal and complete the AMC agreement procedures, the Retention money shall be forfeited.

1.27 Contract Signing

After acceptance of the tender, the tenderer shall sign the necessary contract agreement in non-judicial stamp paper worth Rs.200/- within 7 days of intimation, in the prescribed form. Expenses for the agreement including cost of stamp papers etc. shall be borne by the Contractor. In case of delay the EMD amount shall be forfeited 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

1.28 Performance Guarantee (Security Deposit)

- (a) **Performance guarantee (Security Deposit):** Within 07 days of the award of the contract, the supplier shall furnish to the Institute a DD/ FD receipt/ Banker's Cheque or Bank Guarantee from any of the Schedule Banks or payment online in an acceptable form for a sum equivalent to **7%** of the order value as Security Deposit (Performance Guarantee) valid until the date of commissioning, and testing of the equipment + the warranty period. The Security Deposit/EMD shall not bear any interest.
- (b) **Retention Money:** Retention money @ **5%** of Bill value. The Retention Money shall not bear any interest and shall be released only after entering Comprehensive AMC after warranty period.

1.29 Refund of deposit

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

1.30 Payments

Normal payment terms acceptable to the Institute shall be within 30 days, on submission of bills. Advance 75% of the items supplied shall be paid on completion of material supply and submission of valid bill with proof. The balance amount after completion of installation, testing & commissioning of AC units.

1.31 COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of Clause 1.23 or to complete the work and clear the site on or before the contract period, he shall, without prejudice to any other right or remedy available under the law, pay the Institute on account of such breach, the agreed compensation amount calculated at the rates stipulated below and the Institute's decision in writing shall be final and binding in this respect.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work: For any delay in completion of work penalty will be imposed @ 0.5% per week of the order value subject to a maximum of 2.5%. The Institute reserves the right to cancel the contract in case of any inordinate delay, without further notice.

1.32 Postal Address for communication

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

1.33 Deviations / Variations Extent and Pricing

The Institute shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer in charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

1.33.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor,

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii) 25% of the time calculation in (i) above or such further additional time as may be considered reasonable by the Institute.

1.33.2 Deviation, Extra items and Pricing

In the case of extra items(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer in charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the Contractor shall be paid in accordance with the rates so determined. Market rate shall be the rate as decided by the Engineer in charge on the basis of cost of materials and labour at the site where the work is to be executed plus 10% to cover all overheads and profits of the contractor.

1.33.3 Deviation, Substituted items, Pricing

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) to be decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

1.34 Advances

The Contractor shall not be entitled to get any sort of advances for the work.

1.35 Water and Electricity

Water and Electricity shall be arranged by the Contractor at his own expense. In case of failure of power, the contractor shall have alternate arrangement (DG Set etc.) to keep the work in progress at his own cost.

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

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

Sd/

26/09/2025

Senior Manager (Engineering Operations)

SUMMARY OF VARIOUS CLAUSES

1. Validity of Tender	:	90 days (However, if required , the Institute will be at liberty to extend the validity period of this tender for additional period of 30 days. Any withdrawal of offer / bid during firm period will entail forfeiture of EMD.
2. Date & time of Submission	:	23/10/2025 up to 3:00 p.m.
3. Period of commencement From Institution's order (Mobilization Period)	:	7 days
4. Time of Completion	:	90Days
5. Amount of Compensation For delays	:	0.5% per week of the order value Subject to a maximum of 2.5%.
6. Defect liability period	:	Twelve Months
7. Amount of retention	:	5% of final bill value
8. Amount of Security Deposit	:	7% of Contract Value
9. EMD amount	:	Rs.1,15,410.00/-

II. TENDER FORM

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

Dear Sirs,

Sub: - Supply, Installation, Testing and Commissioning of AC units at L1 and L2
Hostel in IIMK

. With reference to the tender invited by you for the above I/we write this after having Examined the details, specifications, schedule, draft agreement and the conditions of contract annexed thereto (here in after called the Contract Documents) relating to the above work. Visited and examined the site of the proposed contract and, 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 10 days from the date of issue of work order / LOI by you that our tender has been accepted.

I/We hereby deposit with you an 'Earnest Money' of Rs.1,15,410.00/- (Rupees one lakh fifteen thousand four hundred ten only) carrying no interest and

I/we do hereby agree that this sum shall be forfeited in the event of the Institute accepting my / our tender and me / us fails to take up the contract when called upon to do so.

I/We further agree to the deposit of 7% of contract value as PERFORMANCE GUARANTEE (Security Deposit) within 7 days of the award of the contract in the form of a Bank Guarantee/ DD 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)

III. DRAFT AGREEMENT

ARTICLES OF AGREEMENT

(Agreement No. IIMK/ENGG/_____/2025-26)

This Agreement entered into thisday of, 2025 between INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE, a society incorporated under the societies Registration Act XXI of 1860 having its Registered Office at IIM Kozhikode Campus P.O. Calicut – 673 570 (hereinafter called 'The Institute' which expression shall, wherever the context so requires or admits, mean and include its successor) on the one part and

M/s. _____

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

WHEREAS the Institute is desirous of execution of work for "Supply, Installation, Testing and Commissioning of AC units at L1 and L2 Hostel in IIMK" (hereinafter called the Work) and has caused Specifications and Schedule of Quantities describing the work to be done under the direction of the Institute.

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

AND WHEREAS the said contract bills have been signed by or on behalf of the parties hereto: AND WHEREAS the contractor has furnished a Bank guarantee for the sum of Rs. _____ (Rupees

_____) issued by _____ Branch of _____ Bank (B.G. No. _____ dated _____) as performance guarantee to the Institute.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this
2. included in the tender bid shall be deemed to form and be read and construed as part of this Agreement along with amendments negotiated and confirmed in various subsequent letters exchanged as mentioned Agreement words and expressions shall have the same meanings as are respectively assigned to them under Section 'Definitions in the General Conditions of Tender Document issued by the Institute and accepted by the Contractor while submitting his bid dated _____.
- 2.a) The following documents hereinafter:

I.	Notice Inviting Tender
II.	Tender Form
III.	Draft Agreement
IV	General Conditions Of Contract
V	Safety Code
VI	Special Conditions of Contract
VII	Technical Specifications

VIII	Declarations
IX	Annexure

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

- I) Tender No. _____ dated _____ of the Institute for inviting Tender.
 II) Letter No. _____ dated _____ of the Contractor submitting the Tender Bid.
 III) Work Order No. _____ dated _____ of the Institute.
 IV) _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned, the contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the contract drawings and described by or referred to in the Contract Bills and in the said conditions.
2. The Institute will pay the contractor the sum of Rs. _____ (Rupees _____) (hereinafter referred to as the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their parts respectively on such conditions contained.

AS WITNESS set our hands on this _____ day of _____ 2025

Signed for and on behalf of the Institute

In the presence of

Witness

Name :

Address :

Signed for and on behalf of the Contractor

In the presence of

Witness

Name :

Address :

IV. GENERAL CONDITIONS OF CONTRACT

IV.0 DEFINITIONS AND INTERPRETATIONS

IV.1 Contract means the documents forming the Tender and acceptance thereof and the formal Agreement executed between the Competent Authority on behalf of the Institute and the Contractor, together with documents referred to therein including these conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

IV.2 In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

- a) The “IIMK” or the “Institute”, wherever mentioned, means **Indian Institute of Management Kozhikode**, or its authorized representative(s).
- b) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- c) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- d) Contract, shall mean and include the documents forming the Tender and acceptance thereof and the formal Agreement executed between the Competent Authority on behalf of the Institute and the Contractor, together with documents referred to therein including those conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- e) The Engineer-in-charge means the Engineer/Officer who shall supervise and be in-charge of the work on behalf of Institute/IIMK.
- f) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in tender to cover all overheads and profits.
- g) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender with the amendments thereto issued up to the date of receipt of the tender.
- h) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- i) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- j) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in the Tender or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

- k) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control.

V GENERAL OBLIGATIONS

i. Inspection of site etc. before submission of tender:

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.

ii. Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bill of Quantities and the schedule of rates and prices, if any. The tender rates and prices shall cover all his obligations under the contract and all matters and things necessary, for the proper completion and maintenance of the work.

iii. Clarification before submitting tenders

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Institute shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

iv. Rates quoted for finished work

The rates quoted in the tender by the contractor must be for the finished work as per the drawings and specifications.

v. Location of work

Unless specifically mentioned in the item, the work described therein may be at any location or elevation inside the Institute's campus. Where there is no road approach, the Contractor may have to transport the materials by head load.

vi. The tender shall remain open for acceptance for a period of 120 days from the date of opening of the tender.

vii. Commencement of work:

The contractor shall commence the work at site immediately on being advised by the Institute of the acceptance of the tender and shall proceed with the same with due expedition.

viii. Programme of work

Soon after the award of contract, the Contractor shall submit to the Institute for his approval a programme to match with the planned completion of the whole job showing the order of preference and method in which he proposes to carry out the works and shall whenever required by the Institute representative furnish further detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Institute or his Representative of such programmes or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. Also refer special conditions.

ix. Contractors' Employees

The contractor shall provide and employ at site in connection with the execution and maintenance works:

- a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and,
- b) Technical personnel shall be employed by the contractor as per relevant clause and recovery would be affected from the contractor if the provisions are not fulfilled at Rs.15,000/- per month for Graduates & Rs.10,000/- per month for Diploma holders.
- c) Such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of works.

x. Removal of Workmen

The Institute shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Institute misconducts himself or is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered by the Institute to be undesirable and such person shall not again be employed upon the works without the written permission of the Institute. Any person so removed from the works shall be replaced by the contractor without delay by a competent substitute approved by the Institute. Misconduct of employee of the contractor or poor workmanship shall be a valid reason for suspension of the contract by the Institute and in that case, no compensation of whatsoever nature shall be paid to the contractor.

xi. Communications to be in writing

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

xii. Occupation and use of land

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

xiii. Fossils/Coins, etc.

All fossils, coins, articles of value of antiquity and structures and other remains or things or geological or archaeological interest discovered on the site of the works shall be the absolute property of the Institute. The contractor shall not take away any such article or thing and take reasonable precautions to prevent his workmen or any other person from removing or damaging such article or thing and shall immediately upon discovery thereof acquaint the Institute's representative of such discovery and carry out order as to the disposal of the same.

xiv. Construction of site shed

Any site shed, proposed to be temporarily constructed by the contractor for his office work, storage of materials etc. shall conform to the standard sketch, or to the plan approved by the Institute. Permission for the construction of such shed shall be obtained in writing.

xv. Materials, tools and plant

All materials required for the execution of the works other than those mentioned in the Notice Inviting Tender shall be supplied by the contractor. Materials so supplied shall have the approval of the Institute before using on the works. All the rejected materials shall be removed at once from the site of work at the contractors' own cost. The contractor shall supply all tools and tackles, equipment's etc. required for the execution of the works.

xvi. Tollages etc.

The contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any, for getting stone, gravel, sand, clay and all other materials required for the works.

xvii. Setting out

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances, and labour in connection there with. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the contractor on being required to do so by the Institute or his representative, shall at his own cost rectify such error to the satisfaction of the Institute or his representative. The checking of any setting out or of any line or level by the Institute or his representative shall not in any way relieve the contractor of his responsibility for the correctness thereof. The contractor shall provide all necessary instruments, appliances, and labour required by the Institute or his representative for checking, if any, of the setting out. The contractor shall carefully protect and preserve all bench marks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of all reference and level pillars and their dismantling when no longer required.

xviii. Damage to persons and property

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

xix. Interference with Traffic and Adjoining Properties

All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or of properties whether in the possession of the Institute or of any other person. The contractor shall save harmless and indemnify the Institute in respect of all claims, proceedings, damages, cost, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the contractor is responsible therefore.

xx. Extraordinary Traffic

The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the route to site from being damaged or injured by any traffic of the contractor or any of his sub-contractors and in particular, shall select routes choose and use vehicle and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited, as far reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

xxi. Settlement of Extraordinary Traffic Claims

If during the execution of the works or at any time thereafter the contractor shall receive any claim arising out of the execution of the works in respect of damage or injury to highways or bridges he shall immediately report the same to the Institute and thereafter the Institute shall negotiate the settlement and pay all sum due in respect of such claim and shall indemnify the contractor in respect thereof and in respect of all claims, proceedings, damages, cost, charges and expenses in relation thereto.

xxii. Co-operation with other Agencies

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Institute and as far as it relates to the contractors' work. The sequence of work shall be so arranged that the work of other agencies are also in progress simultaneously.

xxiii. Barricading around excavated trenches etc.

The contractor shall at his own cost provide around excavation, temporary barricading with ballies and bamboos with warning signals during day and night and shall maintain it so long the trenches are not filled up. Similar barricades shall also be provided at all dismantling work, erection of structural, sheeting work etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

xxiv. Age limit of labour

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

VI MATERIAL TESTS AND WORKMANSHIP:

i. Quality of materials, workmanship and tests

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Institute/ Site engineer or their representative's instructions and shall be subjected from time to time to such tests as the Site engineer or his representative may direct at the place of manufacturer or fabrication or on the site at all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining measuring, and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Institute or their representative.

Contractor shall arrange for Compression testing machine at site for testing of concrete cubes/bricks etc if required. However this provision does not prevent the Institute for getting the testing done from outside at contractor's expense.

ii. Construction of prototypes or samples of work

The contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by the Institute. Such prototypes or samples of work, after approval by the Institute shall serve as the standards to be achieved in the final construction.

iii. Cost of samples

All samples shall be supplied by the contractor at his own cost.

iv. Cost of tests

The cost of making any test as per specifications shall be borne by the contractor and contractor should arrange for all requirements like cubes etc. to take the samples by Institute.

v. Inspection of operation

The Institute/Site engineer or their representative or any person authorized by them shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

vi. Examination of work before covering up

No work shall be covered up or put out of view without the approval of the Institute/Site engineer or their representative and the contractor shall afford full opportunity to the Institute/ Site engineer or their representative to examine and measure any work which is about to be covered up or put out of view and to examine that work before permanent work is placed thereon. The contractor shall give due notice to the Institute's/ Site engineer's representative wherever any such work(s) is or are ready or about to be ready for

examination and the Site engineer's representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such works.

vii. Uncovering and making openings

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Institute/Site engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Institute/ Site engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of Clause 6.5 hereof and are found to be executed in accordance with the contract the expenses of uncovering making openings in or through, reinstating and making good the same shall be borne by the Institute. But in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Institute and deducted by the Institute from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Institute in law.

viii. Removal of improper work and materials

The Institute/Site engineer or their representative shall during the progress of the works have power to order in writing from time to time.

- a) The removal from the site within such time or times as may be specified in the order of any material which in the opinion of the Institute/Site engineer or his representative is not in accordance with the contract.
- b) The substitution of proper and suitable materials.

The removal and proper re-execution (notwithstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not, in the opinion of the Institute/Site engineer or their representative, in accordance with the contract.

ix. Suspension of work

The contractor shall, on the written order of the Institute/ Site engineer suspend the progress of the works or any part thereof for such time and in such manner as the Institute/ Site engineer/ may consider necessary and shall, during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Institute.

VII TIME OF COMPLETION, AND TAKINGOVER:

i. Possession of site (hostel)

Since the work have to be carried out in the hostel rooms, Contractor have to take prior permission to enter the hostel rooms and at most care should be taken while executing the work(without disturbing the student's academic activities).The site engineer/ shall give to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the contractor as he will make in writing to the Site engineer and shall, from time to time as the work proceeds give the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with construction of the works in accordance with the said programme or proposal.

ii. Time of completion

The whole of the works shall be completed within the time stipulated.

iii. Extension of time of completion

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the contractors' request for extension of time for the completion of the works the Site engineer/ shall determine and recommend the amount of such extension and the Institute shall sanction and intimate the contractor in writing. Provided that the Institute/ Site engineer/ is not bound to take into account any extra or additional work or other special

circumstances unless the contractor has within 10 days, after such work has been commenced or such circumstances have arisen, submitted to the Institute/ Site engineer/ full and detailed particulars of any request to the extension of time in the prescribed format of IIMK to which they may consider to be justified.

The contractor should seek extension of time of completion in the prescribed format of IIMK.

iv. Extension of completion time due to strike, fire etc.

If in the opinion of the Institute/ Site engineer/ the progress of the work has at any time been delayed by strikes, fire, inclement weather, un-avoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Institute/ Site engineer/ may decide and this will be indicated in writing.

v. Work treated as complete (Virtual Completion)

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, including fulfilling all obligations for electrical works governed "Special Conditions", the Contractor may give a notice to that effect to the Site engineer/, with a copy to the Institute, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. For the purpose of virtual completion, the Contractor should have completed the Installation and tested the performance. Such notice and undertaking shall be deemed to be a request by the Contractor for the Site engineer/ to issue a Virtual Completion Certificate in respect of the Works. The Site engineer/ will, within 21 days of the date of delivery of such notice, either issue to the Contractor with a copy to the Institute, a Virtual Completion Certificate stating the date on which, in his opinion, the Works including services were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Site engineer's/s opinion, is required to be done by the Contractor before the issue of such Certificate. The Site engineer/ shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Virtual Completion Certificate within 21 days of completion, to the satisfaction of the Institute/ Site engineer/, of the Works so specified and remedying any defects so notified.

The works shall not be treated as complete until,

- i) The site is clear from all materials, site shed etc. including buy back items. and the Institute/ Site engineer/ are satisfied with the job done by the contractor.
- ii) The contractor has submitted the reconciliation statement regarding the stores if any received from the Institute and all the surplus and salvaged materials are returned to the Institute's stores, and the Institute has agreed to the same.
- iii) All equipment, tools, plants etc. taken from the Institute have been returned by the contractor.
- iv) Any other material, taken on loan/ transfer from any other agency have been returned by the contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- vi) Rectifications of any damage done by the contractor to the work executed have been satisfactorily done by the contractor.
- vii) All formalities for power connections, approvals etc. both with Electrical Inspectorate and K.S.E.B. (wherever applicable) are fulfilled, if necessary.

vi. Maintenance

For a period of twelve months commencing immediately after virtual completion of the work by Contractor, the contractors' liability shall be to replace the defective parts, rectify/

reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Institute arising solely from faulty material or workmanship or for any other reason.

If it is necessary for the contractor to rectify/ reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be later. If any defects be not remedied within a reasonable time the Institute may proceed to do the work at Contractors' risk and expense, but without prejudice to any other rights which the Institute may have against the contractor in respect of such defects.

The contractor shall bear the cost of such repairs/ rectifications carried out on his behalf at site. Immediately upon expiry of the maintenance period the Institute shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

The decision of Institute/ Site engineer or their authorized representative's view regarding workmanship shall be binding on the Contractor and Contractor shall abide by the decision.

The deduction of expenditures for rectification shall be made from the Security Deposit/ Retention Money of the Contractor, in case Contractor does not attend the problem in a reasonable time.

VIII ALTERATIONS, ADDITIONS, AND OMISSIONS:

i. Variation:

The Institute/ shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or for any other reason if it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and,
- e) Execute additional work of any kind necessary for the completion of the works.

No such variation shall in any way vitiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

ii. Order for variations to be in writing

No such variation shall be made by the contractor without an order in writing of the Institute/, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the Bill of Quantities which are estimates. In such cases, the contractor shall be paid only for the actual quantity of work done as certified by the Institute/Site engineer/ at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Institute/Site engineer/ shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Institute/Site engineer/, which shall be deemed to be an order in writing within the meaning of this Clause.

iii. Items of Ad-hoc nature

The contractor shall procure necessary materials and carry out miscellaneous work of ad hoc nature not specifically provided in the agreement with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Site engineer/ and payment for the same shall be fixed on the basis of actual cost plus 10% towards overheads, profits and establishments.

iv. Claims

The contractor shall send to the Institute's / Site engineer/ representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expense to which the contractor may consider himself entitled and of all extra items of work ordered by the Institute/Site engineer/, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Institute/Institute/Site engineer/ shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Institute/ Site engineer/ in writing that he intends to make a claim for such work.

IX MEASUREMENTS:

i. Quantities

The quantities set out in the Schedule of Quantities are the estimated quantities of the work. These are not to be taken as the actual and correct quantities of the works, to be executed by the contractor in fulfilment of his obligation under the contract

ii. Works to be measured

The Site engineer/ shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractors' authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Site engineer/ or his representative in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Site engineer/ or approved by him, shall be taken to be the correct measurement of the work. If the contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, these shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the Site engineer's/s representative for decision by the Site engineer, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

iii. Provisional sums

"Provisional Sum" means a sum included in the contract and so designated in the Bill of Quantities for execution of works or the supply of goods, material or services or for contingencies, which sum may be used, in whole, or in part or not at all, at the direction or discretion of the Institute. The contract price shall include only such amounts in respect of the work, supply or services to which provisional sums relate as the Institute shall approve or determine.

The contractor shall when required by the Institute, produce all quotations, invoices, vouchers, and accounts or receipts in connection with expenditure in respect of provisional sums.

X SETTLEMENT OF DISPUTES:

Matter to be settled by Institute.

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Institute and the Institute shall within a reasonable time after their presentation make and notify decisions thereon in writing.

The decisions, directions, clarifications etc. with respect to measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the Institute are matters which are referred to hereinafter as **Excepted** matters and shall be final and binding upon the contractor and

shall not be set aside on account of non-observance of any formality, any omission delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Institute of any certificate to which the contractor may claim to be entitled to or if the Institute fails to make a decision within a reasonable time, then and in any such case, but except in any of the **Excepted** matters referred to in the above clause, the contractor after 120 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or difference, and only such dispute or difference other than **Excepted** Matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer to be nominated by the consent of both the parties and the provisions of the Indian Arbitration Act 1996, for the time being in force or of any other Act of the Legislature passed in substitution thereof or modification thereof and for the time being in force shall apply to such arbitration.

iv. Arbitration

The contractor shall not, except with the consent in writing of the Institute/ Site engineer or in any way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitration is given, abide by the decision of the Institute and no award of the arbitrator shall relieve the contractor of his obligation to adhere strictly to the Institute's instructions with regard to the actual carrying out of the work except as specifically affected by such award.

XI NOTICES:

Service of notice on contractor

All certificates, notices or written orders to be given by the Institute to the Contractor under the terms of the contract shall be served by sending by Registered Post or delivering the same to the contractor's place of business or such other address as the contractor shall nominate for this purpose.

Service of notice on Institute

All notices to be given to the Institute under the terms of the contract shall be served by sending by post or delivering the same to the Institutes' address.

V. SAFETY CODE

1. The Contractor shall be responsible for the safety of the workmen employed by him and he shall be liable to pay the necessary compensation in case of accidents as per the workmen's compensation act.
2. Suitable and strong scaffolds/stage should be provided for workmen for all works that cannot safely be done from the ground or from a solid construction except such short period work as can be done safely from ladder.
3. Scaffolding or staging more than 3.6 M above ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braised and otherwise secured at least 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 to prevent it from swaying from the building structure.
4. Working platform, gangway, stairways etc. if needed, should be so constructed that they should not sag unduly or unequally. Such gangway, stairway etc. should have adequate width and should be suitably fastened as described in the para above.
5. Suitable fencing or railing of 90 cms minimum height should be provided for every opening made by the contractor in the floor of building or in a working platform to prevent the fall of persons or materials.
6. Safe means of access shall be provided to all working platform and other working places.
7. Adequate precautions shall be taken to prevent any kind of danger from electrical equipment's.
8. The contractor 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. Suitable face masks should be supplied for use by the workers while working in dusty environments.
10. All scaffolds / stage, ladders and other safety devices mentioned or described here in shall be maintained in safe and good condition and no scaffold/stage and ladder or equipment shall be altered or removed while it in use.
11. Contractor should insist the workmen to use safety gloves of appropriate standard for all their employees and to be insisted to wear the helmet while on duty.
12. The contractor should provide adequate training for the work men for fire protection/prevention, use of fire-fighting devices in the campus.
13. There shall be maintained at readily accessible place at work site, first aid appliances including adequate supply of sterilized dress (medical) and sterile cotton wool.

14. An injured person shall be taken to a public hospital without loss of time in cases where the injury necessitates the help of a doctor or hospitalization.
15. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of 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.
16. Hoisting machines and tackles used in the work including their attachment anchorage and supports shall be in perfect condition.
17. The ropes and pulleys etc. used in hoisting or lower materials or as means of suspension shall be of durable quality and adequate strength and free from defects.
18. All scaffolds / stage, ladders and other safety devices mentioned or described here in shall be maintained in safe and good condition and no scaffold/stage and ladder or equipment shall be altered or removed while it in use.
19. Contractor should provide safety helmets for all their employees and to be insisted to wear the helmet while on duty.
20. There shall be maintained at readily accessible place at work site, first aid appliances including adequate supply of sterilized dress and sterilized cotton wool.

VII. TECHNICAL SPECIFICATION

Sr.No	Parameter	Tender specification	
1	Cooling Capacity	1.5TR	2.0TR
2	Star rating/type	5 star / Inverter	5 star/Inverter
3	Max. Ambient temp.	45° C	45° C
4	ISEER VALUE	5 and Above	5 and above
5	Electrical input	230V/50Hz/Single Phase	230V/50Hz/Single Phase
6	Noise level	Indoor unit: ≤ 55dB	Indoor unit: ≤ 55dB
7	Compressor type	Rotary/scroll type	Rotary/scroll type
8	Air flow rate	450 CFM or more	500 CFM or more
9	Fan speed	3 Steps	3 Steps
10	Function modes	Auto/Cool/Fan/Dry – shall have power saving mode, temperature setting option should be available	
11	Body surface finish	Powder coated/high quality paint finish	
12	Air filtering unit	Dust proof and anti-bacteria filter	
13	Length of tubing	As per the installation requirement	
14	Remote control	Wireless with LCD display	
15	Refrigerant type	Eco friendly and approved type.	
15	Warranty	Minimum 1 year warranty for the whole AC unit from the date installation.	
16	Acceptance Criteria	1. Split AC should conform to IS 1391(part 2)-1992, room AC specification.	
		2. Supplier shall arrange for split AC installation and operation at full capacity.	
		3. Operating and maintenance manual for Split AC unit should be provided.	

VIII. ANNEXURE-I

(To be filled up and submitted in the specified format in the Excel sheet)

Declaration I

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:

(Authorized Signatory)

(Official Seal)

(To be filled up and submitted in the specified format in the Excel sheet)

IX. ANNEXURE- II

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:

X. ANNEXURE-III

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

Summary of Experience of the bidder during last seven years period

Sl. No	Name of each work/service, for which proof submitted.	Period of each work/Service as per the Proof attached	Order value (Rs)	Value in Rs. as per completion Certificate.	Date of completion as per completion Certificate.
1					
2					
3					

Annexure-IV

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

Response Format

Sl. No.	Requirements	Compliance details of the Agency
1	Have you submitted EMD amount Rs 1,15,410/- ?	
2	Have you attached the tender document (full set) digitally signed by the Authorized Signatory, for confirmation of the acceptance of all the terms & conditions in the tender document?	
3	Have you undertaken One/two/three each similar works of 31Lakhs/23Lakhs/16Lakhs in last seven years. (Proof shall be provided).	
4	Have you attached the proof of having the requisite experience? (Copies of work orders/Completion Certificates etc.) must be attached)	
5	Have you attached 'Declaration' in the specified format in Excel file?	
6	Have you attached the profile of the Vendor in the specified format in Excel file?	
7	Have your firm ever been debarred by any Court of law OR penalized by any Government/ PSU/ Private organization? (Self-attested certificate must be attached)	
8	Are you having office registration in Kerala (Proof shall be attach)	
9	Have you attached all other necessary documents as required in the Terms & Conditions?	
10	Have you attached copy of valid GST & PAN Registration particulars of your firm?	

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.ewizard.in>).

i. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://mhrd.ewizard.in> 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 (helpdeskewizard@gmail.com and support@ewizard.in) 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.

ii. 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.

iii. 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.

iv. 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.

v. **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.

vi. **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

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

viii. The bid should be submitted through e-Wizard portal (<https://mhrd.ewizard.in>) only.

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.ewizarde.in> or <http://www.iimk.ac.in/tender/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.

.....