

**भारतीय प्रबंध संस्थान कोषिक्कोड़**

## आईआईएमके कैम्पस पीओ, कुन्नमंगलम, कोषिक्कोड़ -673 570

## INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE

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### e-TENDER

###  For

**SITC OF AC UNITS FOR CONVERTING THE EXISTING DPM SCHOLARS SPACE (LOCATED AT FB-III) TO PGP OFFICE IN IIMK.**

 (e-Tender No: IIMK/ELE/e04/2025-26 dt 08/05/2025)

Date of Issue of NIT : 08/05/2025

Date of Issue of Tender Form : 08/05/2025 to 05/06/2025

 (Upto 3.00PM)

Due date of receipt of queries/clarification : 21/05/2025 upto 5.00PM

Date of corrigendum for clarifications, if any : 26/05/2025

Due Date of Submission : 05/06/2025 up to 03:00 p.m.

Date of Opening of Bid : 05/06/2025 at 04:00 p.m.

EMD Amount : Rs 23,490/-

Probable Amount of Contract : Rs 7,83,000/- (without AMC charges)

### 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> .

### 1. 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 (helpdeskeuniwizarde@gmail.com and support@euniwizarde.com) for activation.

### c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.

### d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

### e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

### f) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

### 2. TENDER DOCUMENTS SEARCH

### a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.

### b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.

### c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### 3. BID PREPARATION

### a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

### b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

### c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

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

### 4. BID SUBMISSION

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

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

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

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

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

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

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

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

### 5. AMENDMENT OF BID DOCUMENT

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

### 6. ASSISTANCE TO BIDDERS

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

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

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

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

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

###  1. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

###  2. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.

### 3. The Schedule of Quantities template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

### 4. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the portal or on <https://mhrd.ewizard.in> 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.

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

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

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

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

INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE

### III. NOTICE INVITING e-TENDER

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

a) e-Tender No. : IIMK/ELE/e04/2025-26 dt 08/05/2025

b) Name of work : SITC of AC units for converting the existing DPM Scholars space (located at FB-III) to PGP Office in IIMK

c) Date & Time of Online

 Submission : 05/06/2025 up to 3:00 p.m.

d) Time of completion : 60 days

e) Probable Amount of Contract : Rs 7,83,000/- (without AMC charges)

f) EMD : Rs 23,490/-

 The terms and conditions are as mentioned below.

* 1. **ELIGIBILITY CRITERIA FOR PARTICIPATION IN BID/TENDER**

 The firm should have successfully completed similar works in Central Government/ State Government/ Central or State Autonomous Bodies/ Central or State Public Sector Undertakings or reputed private organization during the last Seven years ending last day of the month previous to the one in which tenders are invited. The Date of completion of the work shall be during the period of Seven years. Documents and certificates in proof, to the satisfaction of the Institute, with previous experience in Supply, Installation, Testing and Commissioning of AC units*.*

1. The firm should be having AC units supply/ installation experience of at least 7 years and

1. Three similar completed works each of value not less than Rs 3.13 lakhs during past 7 years.

 OR

1. Two similar completed works each of value not less than Rs 4.69 lakhs during past 7 years.

 OR

1. One similar completed work of value not less Rs 6.26 Lakhs during past 7 years.
2. Similar work means ***Supply, Installation, Testing and Commissioning of AC units.***
3. For this purpose, ‘cost of works’ shall mean gross value of the carried out works 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.
4. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. Tender offers submitted without this documentary proof are liable to be rejected. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
5. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee\'s Location in case of carry-in warranty. A documentary evidence of having Functional Service Centre in Kerala should be submitted along with the bid documents.

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

* 1. The notice inviting e-tender, schedule of quantities (Price Bid) and Annexures I to V form part of this e-Tender.
	2. The Bidder shall submit the Bid document (NIT published by the Institute), digitally signed by the Authorized Signatory of the Firm/Company, to confirm the acceptance of all the terms and conditions prescribed in the NIT.
	3. **The bid shall contain:**

### i. Technical proposal with full details including description & make/ model of material/ components, all the supporting documents as desired such as Product brochures, leaflets, manuals, etc. so as to enable technical assessment of the proposal on technical grounds.

### ii. Complete technical particulars of all equipment & materials as per specification given in this tender.

### iii. Complete contact details of technical staff with name, telephone nos., mobile nos., e- mail etc. for after – sales service support at IIMK, Kozhikode. Acceptance to the terms and conditions laid down in the tender document is mandatory. In case any deviation from the general terms and condition the bid is liable to be rejected.

### iv. Should be having all the necessary registrations (as per Pre-Qualification details asked in the e-tender) like GSTIN, PAN etc. Enclose proof thereof. In absence of supporting documents, the tender is liable to be rejected.

### v. Every tender should be accompanied by a forwarding/ covering letter in which tenderer should clearly mention the details of additional or loose papers/ documents/ certificates attached and all such papers/ documents/ certificates should be serially numbered from first page to last page duly initialed by the tenderer.

### 5. Restrictions under Rule144 (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 as 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 hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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

### a. An entity incorporated, established or registered in such a country; or

### b. A subsidiary of an entity incorporated, established or registered in such a country; or

### c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

### d. An entity whose beneficial owner is situated in such a country; or

### e. An Indian (or other) agent of such an entity; or

### f. A natural person who is a citizen of such a country; or

### g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

### IV. The beneficial owner for the purpose of (iii) above will be as under:

### 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 unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

### 4. Where no natural person is identified under 1. or 2. or 3. above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

### 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

### 6. The bidder will be considered as a defaulter and the EMD shall be forfeited under the following conditions:

### i) If the bidder modifies or withdraws the proposal/ offer during the period of bid validity as specified in this quotation and as extended (if applicable) by the Institute from time to time or before the issue of the Order/letter of award, whichever is later.

### ii) In case of a selected bidder failing to accept the Order or execute the Agreement within the stipulated time or any extension thereof given by the Institute.

### iii) If any information or document furnished by the bidder turns out to be misleading or false in any form.

###  In case of default (including forfeiture of earnest money, in case applicable) as prescribed above, the bidder shall not be allowed to participate in the re-tender process of the same work. Besides, the bidder will be liable to be disqualified for future tenders to be invited by the institute. The decision of the Institute in this regard will be treated as final and binding on all concerned.

### 7. Any Tender can be rejected by the order of the Director, IIMK without assigning any reason whatsoever or incurring any liability to the bidders and the decision of Director shall be final and binding

### 8. Submission of Offers:

### (a) All bids should be done through Ministry of Education’s online procurement portal at <https://mhrd.ewizard.in> Last date for submission is 05/06/2025, up to 3.00PM.

###  The bidder shall fill up and submit tender form signed by the Authorized signatory of the firm. The bidder shall also submit the whole tender document digitally signed by the Authorized signatory of the firm to conform the acceptance of all the terms & conditions in the tender document. The relevant columns in the excel files in the tender document (Annexure I-V) shall also be filled up and submitted by the bidder without fail. Every tender should be accompanied by a forwarding/covering letter in which the tenderer should clearly mention the details of additional or loose papers/documents / certificates attached and all such papers papers/documents / certificates should be serially numbered from first page to last page duly initiated by the tenderer. The tender is liable to be rejected if all the documents are not attached as per the tender conditions.

 (b) Queries:

Interested bidders can send their queries related to the work through e-mail (contact email addresses are :( aeee@iimk.ac.in , aeelect1@iimk.ac.in ) so as to receive the queries at the said email addresses not later than 21/05/2025 up to 5:00p.m. The answers for above queries will be uploaded in the e-procurement portal <https://mhrd.ewizard.in> on 26/05/2025. Such queries and answers shall form part of the tender document and contract agreement. Queries raised beyond the stipulated date will not be entertained.

***The bidders shall submit the bids after the date of ‘clarification to the queries’ (ie. 26/05/2025) as the clarification document, if any, shall also be a part of the tender document.***

(c) The Tenderers/Bidders fulfilling the tender requirements may submit their Techno-Commercial Bids outlining the details along with their credentials. All the requisite papers/documents should be enclosed while submitting the bid. Tenders received without requisite papers will be summarily rejected.

 **9. Receipt, Opening of Tenders and Tender evaluation**

The valid e-bids received through the e-Procurement portal before the deadline will be opened at 04:00 PM on 05/06/2025 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.

 **10. Authorised Signatory**

If the tender is submitted by or on behalf of a company incorporated under the Companies Act (of 1956), it shall be signed by their Managing Director or one of the Directors duly authorised 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 authorising 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. The tenders shall be duly signed by the authorized signatory.

**11. 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.

**12. Site Inspection**

Every tenderer is expected to inspect the site of the proposed supply/work at his own cost before quoting his rates. He must also go through all the documents. No extra amount or payment would be released by IIMK for claim by Vendor for any extra work carried out unless it is authenticated by the representative of IIMK. Competent Vendors may only apply for the execution of the work in IIMK terrain, keeping all possible contingencies in mind of working in IIMK terrain. It will be construed that the contractor has inspected the site and satisfied himself and the quoted rates shall hold good in all conditions. The Supplier shall inspect the surroundings of the multi storied buildings and assess the requirement of Scaffoldings/ladders for doing installation works and the quoted amount shall include this also. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

**13. Schedule of Quantities**

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Institute 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 without affecting the terms of the contract and the Contractor's quoted rate is valid for all such variations. The Institute reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract.

**14. Contractor’s Rates**

The Contractors' quoted rates shall be all inclusive of cost / hire charges of all tools & implements, transportation, loading, unloading, labour, ESI, PF, Income tax, GST and all other taxes, duties and other incidentals. The Tenderer must have valid GST registration.

16. Matters not covered by the specifications given in the contract as a whole, shall be covered by the relevant Indian Standard Codes. If such codes for a particular subject have not been framed, the decision of the Institute shall be final and binding on contractor.

**16. Alterations in Tender Documents**

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

**17. Acceptance of Tender**

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

The Institute reserves the right of accepting the whole or any part of the tenders received and the tenderers shall be bound to perform the same at their quoted rates.

**18. Site Supervision**

The work shall be carried out under the direction and supervision of the Institute / Particular or special specifications or their representative at site. On accepting the e-tender, the contractor shall intimate the name of his accredited representative who would be supervising the installation works and would be responsible for taking instructions for carrying out the work on a day to day basis. The Institute or their representative at site shall have access to the workshops of the successful tenderers so as to ensure themselves of the quality of material and workmanship.

**19. Quality**

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

**20. Commencement of work/ Period of Completion**

The Contractor shall commence work on site within 7 days from the date of issue of the ‘Order’ for SITC. Time is the essence of the Contract. All works as per this tender will be completed within 60 days from the date of commencement. Completion period includes Monsoon period as well as festival period. The completion period of sixty days indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commission and handing over of the entire job to the satisfaction of the Engineer-in-charge.

The Tenderers must schedule their works at Faculty Blocks in such a way that no academic activities of the Institute are disturbed owing to the construction activities of the contractor. Accordingly, the contractors shall arrange to carry out the works at their respective work sites during the night hours and restricted time slots as instructed by the Engineer-in-charge of the Institute. The rate quoted by the tenderers shall hold good for all these contingencies. No extra claims shall be entertained on account of the said restrictions.

**21. Scope and Performance**

a) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

b) The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the installation work as aforesaid in accordance with good practice and recognized principles.

c) 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 quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works

d) Discrepancies and Adjustment of Errors

I. If there are varying or conflicting provisions made in any one document forming part of the contract, the Director, IIMK, shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

II. Any error in description, quantity or rate in Schedule of works or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.

**22. Income Tax**

Every tender shall be accompanied with the latest Income Tax Clearance Certificate, copy of income tax PAN card without which his tender is liable to be rejected. The Institute will deduct amount towards Tax at Source (TDS) as per the latest Income Tax Rules from all payments made to the Contractor.

**23. GST**

In the case of contract involving materials required for the works, the contractor shall have a valid GST registration number before entering in to the contract and it is mandatory for the contractor to mention registration number in the Bills/Claims. All payments made to the contractor will attract TDS Liability.

**24. Defects Liability Period**

Any defects which develop within “Defect Liability Period” of 12 months from the actual date of completion and handing over will have to be rectified by the contractor at his own cost. In case of failure to do so, the Institute with the concurrence shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be done immediately on receipt of written notice from the Institute/ Site engineer and such defects may extend "the liability period" for a period of 12 months from the date of rectification.

**25. Part Occupation**

If Institute wants to occupy areas in part, the contractor shall have to complete the work of the areas in conjunction with the Institute and hand over the same to the Institute without affecting any of the Clauses of the contract agreement.

**26. 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.

**27. EMD , Performance Guarantee (Security Deposit) and retention Money**

(a) EMD of **Rs 23,490/-** (Rupees Twenty Three Thousand Four Hundred Ninety Only) is to be submitted along with the technical bid through E-Payment mode in E-procurement Portal. Technical bids received without EMD is liable to be rejected. Bidder has to select the payment option as “e-payment” to pay the EMD as applicable. In case of exemption of EMD, the scanned copy of the document in support of exemption will have to be uploaded by the bidder during bid submission.

 The EMD will be refunded to the unsuccessful vendors after acceptance of the Tender by the competent authority of the Institute, within one month after submission of request by the bidder for release of EMD.

EMD shall be exempted in case of Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small & Medium Enterprises (MSME) or are registered with the Central Purchase Organization of the concerned Ministry or Department or Start-up as recognized by Department of Industrial Policy & Promotion (DIPP). The certificate should be applicable for respective purpose/s. The vendors registered with MSME/ DIPP should provide a copy of valid Registration Certificate along with the technical bid

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.

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. Performance guarantee (Security Deposit): Within seven days of the award of the contract, the Contractor shall furnish to the Institute a Bank Guarantee/ Fixed Deposit / Demand Draft drawn from Scheduled Commercial Banks for a sum equivalent to 7% of contract value as Performance Guarantee (Security Deposit) valid for the duration of the contract period + 2 months. The fresh Bank Guarantee to be submitted in case the Contract is extended. The Security Deposit shall not bear any interest.

**28. Refund of Deposit:**

 Security deposit shall be returned after completion of the work and the Retention Money recovered from the bills, shall be refunded only after the defects liability period of 12 (twelve) Months and acceptance of AMC work order.

**29. Supply of materials**

The Institute does not bind itself to supply any materials whatsoever required for the work.

The quality/ make of material to be purchased by the contractor shall have the approval of the Institute/ Site engineer/ Engineer-in-charge before incorporation within the works. For the purpose of payment, actually recorded quantities shall be taken into consideration. Rejected material shall be removed at once from the site of work at contractor’s cost.

**30. Payments**

Normal payment terms acceptable to the Institute shall be within 30 days, on submission of bills. 75% of the value of items supplied shall be paid on completion of supply and submission of valid bill. 20% on completion of installation & commissioning and balance 5% payment will be retained as retention amount.

The payment for AMC shall be released on completion of AMC period as two parts every year on submission of proper invoices.

**31. Compensation for delay**

If the contractor fails to maintain the required progress in terms of Clause No.20 or to complete the work and clear the site on or before the contract period in terms of Clause No. 20, 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: @1% per week of delay to be computed on per day basis provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value for SITC (with buy back) or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute. In case, the contractor does not achieve a particular milestone mentioned in Clause, or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**32. 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 Institute Engineer 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.

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

**34. E.S.I. & Provident Fund Obligations**

The Contractor shall include in his rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. The contractor shall obtain necessary registration for his employees and shall follow all rules and regulations required under the Act as may be in force from time to time. All employees engaged upon shall be covered under these schemes and the required amount shall be deposited by him directly with the concerned authorities. All records in connection with the above shall be properly maintained by the Contractor and produced for scrutiny by the Institute whenever called for.

**35. Supplier / Labour Payment**

The Contractor shall pay to its Suppliers/ Labourers within reasonable time fixed with them. The Institute shall not be responsible during the period of Contract or after completion of Project for Contractors liabilities towards Suppliers/ Labourers. In case, if Contractor fail to pay to the Suppliers/ Labourers, the Institute reserve the right to pay the same said amount to the Suppliers/ Labourers after due verification and recover the same from the amount due/payable to the Contractor.

**36. 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.

**37. Risk purchase:**

In case of failure to deliver the goods within the delivery date stipulated in the purchase order, unless prior extension of delivery period is obtained, IIMK will be at liberty to obtain such items as necessary from other source and / or cancel the order. In either case IIMK reserves the right to recover from the supplier the additional amount spent plus 10% to cover incidental expenses.

**38. Short Closure:**

IIMK has the right to short close the e-tender even after evaluating the e-tenders without assigning any reason.

**39. Legible submission:**

Only required relevant, legible documents shall be submitted to avoid delay due to back reference.

**40. Warranty**

Warranty/Guarantee period for all the supplies shall be minimum One year for whole AC units from the date of completion of SITC of whole AC units. 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.

**41**. Water & Electricity connections:- The contractor shall make his own arrangement for obtaining electricity & water connection required for execution of work and make necessary payments directly to the concerned agencies/ departments and nothing extra shall be payable on this account.

**42.** The rate for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials and other inputs etc. involved in the execution of the items and thus nothing extra on any account will be paid to the agency other than his quoted rates.

**43. Insolvancy / Penalties /Liabilities on breach of Contract**

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

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

i. If the Contractor being and individual or a firm if any partner in the Contractor’s firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into an arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

ii. If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or

iii. If the Contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Institute for any expenditure, he is thereby put to but shall not be entitled to any gain on re-tender.

iv. In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Institute shall have the right to bring to notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)’s being inadequately corrected, the Institute shall have the right to immediately terminate the agreement.

v. Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety/ security of the Institute including but not limited to;

i. Theft or pilferage of property of Institute

ii. Fire, flooding, breakage or damage

iii. Violence or physical attack on the Campus

iv. Any act or incident which may prove detrimental to the interests of Institute – the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate by the deemed authority. The decision of the Institute Authorities shall be final in such matters.

v. The Contractor shall pay any claim made by the Institute for any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Institute shall have the right to forfeit the Security Deposit in full or part of any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Institute are fully settled. If the claim of Institute could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by Institute.

**44.** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

**45.** The Schedule of Quantities forms part of this tender. Complete rate for the supply, installation and testing should be quoted in the prescribed format. Rates quoted in any other place/form shall not be considered. The quote can be for the complete items as per specification. Adherence to specification shall be a pre-condition. Tenderers are requested to furnish a statement showing the specifications of the items quoted by them.

**46.** Delivery shall be made at IIMK campus at Kunnamangalam. The rates quoted shall be inclusive of all installation charges, taxes & duties, handling, transporting, unloading etc. at the Institute’s Campus in Kunnamangalam. No extra payment would be released by IIMK for supply, installation, testing & commissioning of the item.

**47.** The validity for the rates shall be up to 90 days from the date of tender opening. If required, the Institute will be at liberty to extend the validity period of this tender for additional period of 30 days.

**48.** Detailed’ Order’ for SITC of AC units shall be issued to the successful party and the acceptance of same shall be acknowledged within 3 days. In case, the supplier fails to acknowledge the Order within the stipulated time, the Institute is at liberty to cancel the Purchase Order.

**49.** The quality and make of the items will be assessed by the Institute before releasing the payment. If any item is found substandard or defective the same shall be rejected and no claim for such item(s) will be entertained.

**50.** The acceptance of the tender will rest with the Institute, which does not bind itself to accept the lowest tenderer and reserve to itself the authority to reject any or all of the tenders received, without assigning any reasons.

**51.** The defect liability period (free maintenance period) for the complete installation shall be one year from the date of completion of SITC of AC all units and the equipment quoted shall carry minimum one year comprehensive warranty. Deviation in warranty terms, if any, shall clearly be mentioned in the offer. During the warranty period, the vendor shall be fully responsible for the manufacturer’s warranty in respect of proper design, quality and workmanship. Also, the vendor shall be fully responsible for attending to all the reported defects including replacement of the defective parts, if required, at no extra cost. After the warranty period, the vendor shall be responsible for providing all the necessary assistance by providing spares and labor for the maintenance of the AC and associated units.

**52. Comprehensive AMC Charges**

It is mandatory for all tenderers to quote the rates for All Inclusive Comprehensive Annual Maintenance Contract (AICAMC) for 5 (five) years period beyond the standard warranty period and the quoted rates shall be all inclusive of taxes and other charges for supply materials for maintenance of all parts of AC’s and associated units, transportation, loading and unloading etc. Please see the Part-C in the Price Bid for quoting rates for comprehensive AMC for five years period. Tenders without quoting AMC rates are liable to be rejected. The comprehensive AMC charge for 5 years shall be the part of tender and the total amount shall be considered for evaluation of the tender. The quoted amount for comprehensive AMC shall be inclusive of GST.

The equipment quoted shall carry minimum one year comprehensive warranty. Deviation in warranty terms, if any, shall clearly be mentioned in the offer. During the warranty period, the vendor shall be fully responsible for the manufacturer’s warranty in respect of proper design, quality and workmanship. Also, the vendor shall be fully responsible for attending to all the reported defects including replacement of the defective parts, if required, at no extra cost. After the warranty period, the vendor shall be responsible for providing all the necessary assistance by providing spares and labor for the maintenance of the AC units and associated units.

There shall be no revision in the rate of AMC during the five years period. The AMC payment shall be made on satisfactory completion of every half year of the comprehensive AMC period on submission of proper invoice, as per normal terms of the Institute. No advance shall be paid towards comprehensive AMC charges.

The proposal for comprehensive AMC shall be submitted three months before completion of standard warranty period, at the same rates quoted and submitted along with this e-Tender, for obtaining separate approval from the competent authority for placing AMC order. The normal contractual liabilities of SITC of the AC units complete only on signing the AMC proposal by the Institute. The responsibility of submitting the proposal for comprehensive AMC well before the expiry of standard warranty period lies completely on the bidder without waiting for any reminder from the Institute in this regard;

**53. AMC payment**

The AMC charges shall be released every half year on submission of proper invoice after successful completion of AMC for each half year period. No advance shall be paid towards comprehensive AMC charges.

**54.** The tenderer should submit all necessary supporting documents while submitting the e-tender.

**55.** The Vendor should safely place in position, at the designated locations, all the AC units supplied by him without causing any damage either to the items supplied or to any part(s) of the building in which these items are to be placed. Any damage thus caused shall be made good by the vender at his/her own cost.

**56.** The tenders submitted shall clearly mention the name of the firm/person in whose favour the Order is to be placed. Any request made after submitting the tender for changing the name of the firm in whose favour the Order is to be placed shall not ordinarily be entertained.

**57.** Demurrages and penalty, if any, paid by the supplier due to his/her fault shall not be borne by the Institute.

**58.** The vendor should have his/her own capability for repair and maintenance of AC units, quoted locally.

**59. The proposal should be duly supported by the following documents:**

1. Covering letter addressed to the Institute, giving brief company profile and brief technical description of the product quoted.

II. Name and address of the manufacturer.

III. Letter of authorization and support from the principal company, if the product quoted is a third party product.

IV. Customer list

V. Statement of compliance with specification as specified by us.

VI. List of support locations.

**60. Contact details of the person for all post sales/installation maintenance support:**

I. Name & Designation:

II. Phone No:

III. Fax No:

IV. Mobile:

V. E-mail:

**61.** IIMK reserves the right to alter and revise the technical specifications or the required quantity of the items at any point of time. In case of such alteration, the tenderers will be duly notified.

**62.** Tenderers are to abide by all the terms and conditions detailed above. In case these terms and conditions are not acceptable to any Tenderers, he/she should clearly specify the deviations in the tender. IIMK reserves the **right to accept or reject them.**

**63.** In case of any dispute, the decision of the Director, IIMK will be final.

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

 Sd/

Date: 08/05/2025 Senior Manager (Engineering Operations)

1. **TENDER FORM**

Indian Institute of Management Kozhikode

I.I.M. Kozhikode Campus P.O., Kozhikode - 673 570

Dear Sirs,

*Sub: -*SITC of AC units for converting the existing DPM Scholars space (located at FB-III) to PGP Office in IIMK

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

a) Examined the, specifications, Schedule of Quantities, instructions to tenderers, draft agreement and the conditions of contract annexed thereto (here-in-after called the Contract Documents) relating to construction.

b) Visited and examined the site of the proposed work and the terrain profile of IIMK

c) Acquired the requisite information as affecting the tender.

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

I/We hereby deposit with you an 'Earnest Money' of Rs23,490/- 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 seven days of the award of the contract in the form of a Bank guarantee/ Fixed deposit/Demand Draft drawn from Scheduled Commercial Banks valid for the duration of the contract period.

Yours faithfully,

(Signature)

Name of the Partners of the Firm

OR

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

(Office Seal)

1. **DRAFT AGREEMENT**

**ARTICLES OF AGREEMENT**

**(Agreement No. IIMK/ENGG/\_\_\_\_\_\_\_\_\_\_\_\_\_/2025-26 dated \_\_/\_\_/2025)**

This Agreement entered in to this ………day of …………., 2025 between **INDIAN INSTITUTE OF MANAGEMENT KOZHIKODE, IIM Kozhikode Campus (P.O), Kozhikode – 673 570** (hereinafter called 'The Institute’) 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 **“**SITC of AC units for converting the existing DPM Scholars space (located at FB-III) to PGP Office in IIMK” (herein after called the Work) and has caused Schedule of Quantities showing and describing the work to be done to be prepared by or under the direction of the Institute.

AND WHEREAS the contractor has provided the Institute with a fully priced copy of the said Schedule of items of work (which copy is hereinafter referred to as: 'The Contract Bills')

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 Agreement words and expressions shall have the same meanings as are respectively assigned to them under General Conditions of tender Document issued by the Institute and accepted by the Contractor while submitting his bid dated \_\_.\_\_.2025

2. a) The following documents included in the tender bid shall be deemed to form and be read and construed as part of this Agreement:

I) Notice Inviting Tender no IIMK/ENGG/ELE/\_\_/20\_\_-20\_\_ dated \_\_/\_\_/2025

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.

1. Work Order No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_/\_\_/2025 of the Institute.

**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 as described by or referred to in the Contract Bills and in the said conditions.

### 2. The Institute will pay the contractor the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 here to 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 :

APPENDIX - I

SUMMARY OF VARIOUS CLAUSES

1. Date & time of online Submission : 05/06/2025 up to 3:00 p.m.

2. Date & time of Query Submission : 21/05/2025 up to 5:00 p.m.

3. Validity of Tender : 90 Days

4. Period of commencement : 7 days from the date of issue of Work Order

(Mobilization Period)

5. Delivery period : 60 days from the date of commencement

6. Warranty Period : Minimum one year

7. EMD : Rs 23,490/-

8. Amount of Security Deposit : 7% of Contract Value by way of Bank Guarantee / Fixed Deposit / Demand Draft drawn from Scheduled Commercial Banks safeguarding the purchaser’s interest in all respects.

APPENDIX - II

BANK GUARANTEE PROFORMA OF PERFORMANCE GUARANTEE

BANK GUARANTEE NO: ……. DATED :.................... Amount ………….. Valid up to: ……….

# M/s IndiaN Institute of Management Kozhikode,

IIM Kozhikode Campus P.O

Kozhikode – 673 570.

1. In consideration of “Indian Institute of Management Kozhikode” (hereinafter called “The Institute”) having agreed to exempt M/s ……(Name & Address)…….. (Hereinafter called the said “Contractor”) from the demand under the terms and conditions of the Tender No. ……….. and Work order No. ………..dated …… made between the Indian Institute of Management Kozhikode having its office at IIMK Campus. P.O, Kunnamangalam, Kozhikode – 673 570 and M/s ………. for the ….(Name of work) ……..in the Campus of IIMK (hereinafter called the said “agreement” ) of security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for ` . ……. (in words)
2. WE, (Name of Bank)… Branch a body constituted and established under the ---------- Act and having our registered office at ……………………. (Hereinafter referred to as “the Bank”) at the request of M/s . … the said Contractor do hereby undertake to pay the Institute an amount not exceeding ` ….. (in words)
3. We the bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding ` …. ( in words)
4. We, the Bank undertake to pay to the Institute any money so demanded not withstanding any dispute or disputes raised by the said contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this presents being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said contractor shall have no claim against us for making such payment.
5. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Institute certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or till …..date…. whichever is earlier.
6. We, the Bank further agree with the Institute that the Institute shall have the fullest liberty without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor or by any such matter or thing, whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.
8. We, the Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Institute in writing.
9. This guarantee shall be valid up to ……(date)…. The Bank may extend the guarantee at its discretion, on a written request from the Institute, provided the request is received by the Bank within the validity of the Guarantee i.e. ………date….
10. Notwithstanding anything contained herein above.

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

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

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

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

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

APPENDIX - III

FORMAT FOR POWER OF ATTORNEY

(IN ORIGINAL)

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

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

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

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

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

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

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

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

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

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

 SIGNED AND DELIVERED ON

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY

(Name & designation of Attorney)

### Annexure I

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

### DECLARATIONS

### 1. I/We have gone through the terms and conditions of the tender as given and have fully understood the significance of the same. I/We have visited the Institute and obtained all necessary clarifications from the concerned Officials of the Institute on the work and services to be provided to the institute. I/We hereby accept all the terms and conditions and undertake to abide by the same if the contract is awarded to me/us.

### 2. It is clearly understood that, the persons deployed by us for the work/service in the Indian Institute of Management Kozhikode Campus will not be treated as employees of the Institute and I/We will be solely responsible for making all statutory payments to the persons so deployed and no employer- employee relationship will exist between the IIMK and the persons so deployed. The only relationship that exists between me/us and the IIMK is that of a Principal and Service provider.

### 3. I/We hereby agree that in case the Institute is made to suffer any loss/damage on account of any negligence or act on the part of any person or persons deployed by me/us in the IIMK campus, such loss/ damage shall be made good by me/us and in case we fail to make good the same, the amount can be recovered from the Security Deposit kept by me/us with the Institute and in case the Security Deposit become insufficient to meet such sum, the Institute can proceed against me/us for recovery of the sum, in whatever manner it deems fit.

### 4. I / We hereby declare that the firm/company has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

### 5. We undertake that we would provide regular service during the defect liability period.

### 6. I/We understand that the details of the sales & services as provided above e-tender are subject to change. I/We agree that in case of any change in the quantities required for any of services, I/We would be supplying the same at the rates as specified in contract. I/We agree to adhere to the prices given above even if the quantities undergo a change.

###  For and on behalf of the (Name & Address of the Vendor/Firm) :

###  Place :

###

###  Date :

### Annexure II

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

### PROFILE OF THE VENDOR

### (All fields are mandatory)

### Name of the Contractor:

### Address for communication:

### Contact details

### Telephone Number:

### Mobile Number:

### Email ID:

### IV. GST NO:

**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 Supply/work (SITC of HVAC systems) for which proof submitted. | Location of SITC of HVAC systems in the proof submitted |  Order value (Rs) | Value as per completion certificate. (Rs) | Date of completion as per completion certificate. |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| For and on behalf of the (Name & Address of the Vendor/Firm) |  |
| Place |  |
| Date |  |

**Annexure-IV**

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

**Actual Specifications to be confirmed by the Supplier**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SI.No** | **Description** | **Parameter** | **Tender specification** | **Actual spec to be confirmed and filled up by the Supplier** |
| 1 | **Ductable split AC unit** | Cooling Capacity | 5HP |   |
| 2 | 6HP |   |
| 3 | Compressor type | Inverter/ Rotary/Scroll |   |
| 4 | Make/Model | Toshiba/Carrier/Bluestar or Approved Equivalent.  |   |
| 5 | Model No. |   |
| 6 | Electrical input | 3-phase, 380-415V, 50Hz,  |   |
| 7 | Control device | Remote/Digital Thermostat |   |
| 8 | Refrigerant type | CFC free refrigerant as per current industry standard |   |
| 9 | Air flow rate | 1000 CFM or more |   |
| 10 | **Split AC unit** | Cooling Capacity | 1.5 TR |   |
| 11 | Star rating/type | 5 star / Inverter |   |
| 12 | Make/Model | Toshiba/Bluestar/Mitsubishi/Approved Equivalent.  |   |
| 13 | Model No. |   |
| 14 | Rated ISEER | 5 (minimum) |   |
| 15 | Electrical input | 230V/50Hz/Single Phase  |   |
| 16 | Control device | Wireless with LCD display |   |
| 17 | Refrigerant type | CFC free refrigerant as per current industry standard |   |
| 18 | Air flow rate | 500 CFM or more |   |
| 19 | Fan speed | 3 Steps or more |   |
| 20 | ODU Body surface finish | Powder coated/high quality paint finish |   |
| 21 | Air filtering unit | Dust proof and anti-bacteria filter |   |
| 22 | Condenser coil | 100% copper |   |
| 23 | Warranty Period | 1 year comprehensive warranty for the whole AC units and unit from the date of completion of SITC of all the AC units and rate for All Inclusive Comprehensive AMC (AICAMC) for five years period after one year warranty period shall be quoted in the price bid. |   |
| 24 | Acceptance Criteria | 1.      Supplier shall arrange for AC Units installation and operation at full capacity. |   |
| 2.      Operating and maintenance manual for AC units should be provided. |   |
| For and on behalf of the (Name & Address of the Vendor/Firm) |   |
| Place |   |
| Date |   |

**Annexure-V**

[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 undertaken One/two/three similar works of 6.26 Lakhs/4.69 Lakhs/ 3.13 Lakhs during last seven years as mentioned in our terms and conditions? (Proof shall be attached) |   |
| 2 | Have you attached the proof of having the requisite experience? (Copies of **work orders , Completion Certificates etc.** must be attached) |   |
| 3 | Have you submitted EMD amount Rs 23,490/- ? |   |
| 4 | Have you submitted TENDER FORM signed by the Authorized Signatory of your firm? |   |
| 5 | 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? |   |
| 6 | Have you attached ‘Declarations’ in the specified format (Annexure I) in the **Excel File**? |   |
| 7 | Have you attached ‘Profile of the vendor’ in the specified format (Annexure II) in the **Excel File**? |   |
| 8 | Have you filled up and submit the “Summary of experience” in the specified format (Annexure III) in the **Excel File**? |   |
| 9 | Have you attached ‘Actual Specifications of AC units to be confirmed by the Supplier’ in the specified format (Annexure IV) in the Excel File? |   |
| 10 | Have you attached proof of GST IN, PAN card etc? |   |
| 11 | Have your firm ever been debarred by any Court of law OR penalized by any Government/ PSU/ Private organization? |   |
| 12 | Have you attached Form 16/26AS? |   |
| 13 | Have you attached “Technical proposal with full details” |   |
| 14 | Have you attached all other necessary documents as required in the Terms &Conditions? |   |
| For and on behalf of the (Name & Address of the Vendor/Firm) |   |
| Place |   |
| Date |   |