Tender Document

For

Operation & Maintenance of Heat and Ventilation Air conditioning System at Indian Institute of Management Rohtak Management City Sunaria Rohtak

Tender No: IIMR/Civil/K-55 T

Issued on: 03.01.2019

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Section 1

Tender No.: IIMR/Civil/K-55 T 03.01.2019

NOTICE INVITING TENDER

Tenders are invited through E procurement from eligible bidders for Operation & Maintenance of Heat and Ventilation Air conditioning System Indian Institute of Management Rohtak Sunaria Rohtak.

Estimated cost of Man power for operation and Maintenance of Heat and Ventilation Air conditioning System:-Rs <u>37,09,440.00(Thirty Seven Lakh Nine Thousand four hundred Forty only)</u>.

Submission of Online Bids is mandatory for this Tender. Detailed instructions are given in Section-2 of this Tender Document.

Important Dates

➤ Date of Posting of NIT on IIM web site, E procurement Portal: 03.01.2019

Start Date & Time of Procurement of tender documents : 03.01.2019, 12: 00 hrs.

Last date & time for seeking clarification, if any : 16.01.2019,13:00 hrs.

Last date & time of procurement/downloading : 25.01.2019,10:00 hrs.

of tender documents

Last date & time for online submission of Bids : 25.01.2019, 12: 00 hrs.

Online Opening of Technical Part (Part-I) : 25.01.2019, 14: 00 hrs.

Online Opening of Financial Part (Part-II) : 25.01.2019,15:00 hrs.

Tender Fee(non-refundable) amounting to Rs. 500.00 (Rupees Five hundred) shall be submitted along with tender by Demand Draft in favour of "Director Indian Institute of Management." payable at Rohtak.

Earnest Money amounting to Rs. <u>92736.00.</u>/- (Rupees Ninety Two Thousand Seven Hundred Thirty Six only) by Demand Draft in favour of "Director Indian Institute of Management." payable at Rohtak or Bank Guarantee in the prescribed format from a Scheduled Bank from its branch at Rohtak/Rohtak shall be submitted along with the tender.

Bidders are advised to visit the Indian Institute of Management Rohtak e-tendering (E Procurement) portal www.tenderwizard.com/iim-rohtak and Institute website http://www.iimrohtak.ac.in regularly for updates/amendments, if any.

Eligibility Criteria

- 1. Bidder should have experience of having successfully completed similar works during the last 7 years ending 31st May, 2018 should be either of the following:
 - i) One similar orders costing not less than Rs 29,67,552.00/-

Or

ii) Two similar orders each costing not less than Rs 22,25664.00/-

Or

iii) Three similar orders each costing not less than Rs 14,83776.00/-

(Similar works means Operation & maintenance of Heat & Ventilation Air Conditioning System / multi storied buildings /Malls/ reputed Govt or private institution)

(Please submit copy of PO/ Work order and Completion Certificate from the Client).

- 2. The Bidder should not have been barred / black listed by any PSU/Govt. Dept. in doing business with them (Please submit undertaking).
- 3. The Bidder should be registered for GST / Service tax / VAT and PAN no (Submit copy of Registration Certificate and PAN Card).
- 4. The Bidder should have valid A class electrical contractor license from Delhi/NCR and its own support office in Delhi/NCR. (Please submit documentary proof of the Establishment).
- 5. The Bidder should be registered in ESI & PF authority, if applicable (submit copy of Registration Certificate)

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Tenders received without EMD / inadequate EMD, and without the requisite Tender Fee shall be summarily rejected. The bidder must officially procure/download the tender documents from the E Procurement portal & Institute web site before the last date and time of sale of tender document in order to bid for this tender.

Please note that official procurement/downloading of Tender document from website portal of Institute is mandatory and that the bidder will in no case be able to participate in the tender without having procured/downloaded the official copy of the tender from web site portal of Institute before the due date and time for the sale.

Contact Information:

IIM Rohtak

Chief Engineer IIM Rohtak Email id :-kp.mishra@iimrohtak.ac.in Mob No 9053002621

The price Offers of only those parties who qualify in the first stage shall be opened at time and date mentioned in Tender document.

Institute reserves the right to accept or reject any or all the tenders without assigning any reason.

Chief Engineer

END OF SECTION-1

<u>Tender No.: IIMR/Civil/K -55 T</u> <u>03.01.2019</u>

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- **2.1.1** "Institute" means Indian Institute of Management Rohtak), at Sunaria Rohtak or any other project/branch offices within India.
- **2.1.2** "Bidder" means the individual or firm or corporate body who participates in the tender and submits its bid.
- **2.1.3** "Goods/Products" means all the hardware equipment, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables which the contractor is required to supply to the Institute under the Purchase Order.
- **2.1.4** "Letter of Intent (LOI)" means the communication of the intention of the Institute to the Bidder to place the Institute Order for the former's offered goods/services.
- **2.1.5** "Award letter/Work Order" means the order placed by the Institute on the Contractor duly signed by the Institute's authorized representative to get certain goods & services from the vendor/contractor.
- **2.1.6** "Contract Price" means considerations payable to the contractor/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Institute in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Commercial) Conditions of the Contract
Section 4	Special Conditions of the Contract
Section 5	Bill of Quantity (BOQ) and Price Bid Schedule
Section 6	Minimum Spare Parts to be store at site
Section 7	Format of Bid Bond (EMD)
Section 8	Format of Performance Bank Guarantee (PBG)
Section 9	Bid Submission Form

2.3.2 Any clarification or communications obtained from the Institute

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1At any time, prior to the date of submission of bids, the Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 2.4.2The amendments/Corrigendum will be notified on IIM Website and these amendments will be binding on them. Bidders are advised to visit IIM Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Institute may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in the schedule shall be for Delhi schedule rate. Prices should be inclusive of all taxes and duties including but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc. However rate of taxes and duties included in the price offer should also be given separately. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Institute) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 BID SECURITY

- 2.8.1 The Bidder shall submit, as part of bid security as mentioned in the NIT. The bid security shall be in one of the following forms:-
 - (a) A Bank Guarantee as per enclosed format issued by a schedule bank in favour Institute valid for a period of 180 days from the date of tender opening.
 - (b) Demand Draft or Pay Order from a Scheduled Bank in favour of Indian Institute of Management Rohtak
- 2.8.2The bid not secured in accordance with the above shall be rejected by the Institute as nonresponsive.

- 2.8.3The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 45 days after expiry of the bid validity period prescribed by the Institute.
- 2.8.4The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.8.5The bid security may be forfeited under the following circumstances:
 - a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
 - c) If he fails to supply the material in terms of the project.
- 2.8.6No interest is payable on EMD/Performance guarantee /other security deposit
- 2.8.7In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Institute as non-responsive.

In exceptional circumstances, the Institute may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

- 2.10 Deleted.
- 2.11 Deleted.
- 2.12 Deleted.
- 2.13 Deleted.

2.14 CLARIFICATION OF BIDS

2.14.1To assist evaluation and comparison of the bids, the Institute may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing. To assist evaluation and comparison of the bids, the Institute at its discretion may ask the bidder for clarification of the bid. The clarification will be asked online through the ETS portal. The clarification and response from bidder shall also be online through the ETS portal.

2.14.2The Institute does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

2.16 EVALUATION OF TENDERS

- 2.16.1The Institute shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Institute shall carry out detailed evaluation of the substantially responsive bids. The Institute shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.
- 2.16.2Arithmetical error shall be rectified on the following basis:
 - a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Institute.
 - b) In case of discrepancy between words and figures, the amount in words shall prevail.
- 2.16.3A bid determined as substantially non-responsive shall be rejected by the Institute.
- 2.16.4The Institute may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 2.16.5The Institute shall evaluate in detail and compare the bids which are substantially responsive.
- 2.16.6The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.
- 2.16.7The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.
- 2.16.8IIM ROHTAK shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.17 INSTITUTE'S RIGHT TO VARY QUANTITIES

- 2.17.1The Institute reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.17.2In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Institute on an individual tender.

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

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

2.19 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.19.1Prior to the expiration of the bid period, the Institute will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.19.2Upon successful bidder furnishing of Performance Guarantee, the Institute will notify each successful bidder and will discharge its bid bond.

2.20 ISSUE OF LETTER OF INTENT

- 2.20.1The issue of Letter of Intent shall constitute the intention of the Institute to place the work Order/letter of award letter with the successful bidder.
- 2.20.2The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.21 CANCELLATION OF LETTER OF INTENT

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

2.22 POST BID CLARIFICATIONS

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

2.23 COMPLETION

Completion of work shall be done by the contractor in accordance with the terms specified by the Institute in the Special condition of the contract and work shall remain at the risk of the contractor until work have been completed in full. The Schedule of quantity & time completion shall be the essence of the contract.

2.24 SUBMISSION OF BID

Only the following shall be accepted in physical form:

- Tender Fee in the form of Demand Draft
- EMD in the form of Demand Draft/Bank Guarantee
- Tender documents including all sections duly& signed and stamped.
- Pass Phrase for opening of technical bid.

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detail instructions please refer to Clause 2.26.

2.25 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to institute will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Price Offer in same day. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section -4, the same shall prevail over the terms mentioned in other sections.

2.26 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.26.1 <u>Bidding Methodology:</u>

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) shall be followed.

2.26.2 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and to become compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

2.26.5 On-Line Submission

The On Line Submission will have the following activities:

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

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

- a) Duly filled in Bid Submission Form as per Section 9
- b) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
- c) Scanned copy of Documentary Evidence of Eligibility Criteria
- d) Technical Offer
- e) Data Sheet
- f) Product Brochure
- g) Un-priced Bid Schedule as per Section-5
- h) Any other supporting documents the bidder wishes to submit as a part of Technical Offer

vi) Submission of **Financial Part** as under:

- Submission of Electronic Form (Mandatory)
- Submission of Main Bid (Mandatory)
- Submission of Bid Annexure (Optional)

Financial Part must contain the Price Bid Schedule as per Section-5.

The entire bid-submission as above would be online on ETS.

2.26.6 Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically) to Indian Institute of Management Rohtak before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time):

- i) EMD/Bid Security (Original) for Rs. 92736.00/- by Demand Draft in favour of "Indian Institute of Management." / Bank Guarantee in the prescribed format from a scheduled bank from its branch at Rohtak.
- ii) Tender Fee of Rs. 500/- by Demand Draft in favour of "Indian Institute of Management" payable at Rohtak.
- iii) Tender documents including all sections duly and stamped.
- iv) NSIC / MSME registration certificate
- v) Pass Phrase for opening of technical bid.

2.26.7 Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the Electronic EncrypterTM functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

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

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct PassPhrase during the TOE of Financial Part, not only shall the bid be rejected but also the EMD shall be forfeited.

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

2.26.8 Online Public Tender Opening Event (TOE)

E-tendering Mode only through E Tenderding portal (www.tenderwizard.com/iimrohtak)

ETS offers a unique facility for 'Online Public Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Public Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Contractor organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

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

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

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

2.26.9 Other Instructions

For further instructions, the Bidder should visit the home-page of the Institute website, and go to the **User-Guidance Center** The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Contractor organizations. Various links are provided under each of the three categories.

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

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

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

-END OF SECTION 2-

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SECTION - 3

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

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

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

3.3 PATENT RIGHTS

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

3.4 PERFORMANCE SECURITY

- 3.4.1 Within 10 days of the Contractor's receipt of Letter of Intent (LOI)/P.O., the Contractor shall furnish a Performance Security for the amount specified in special condition of the tender in the form of a Bank Guarantee issued by a schedule Bank from its branch in Delhi in the prescribed format given in this tender.
- 3.4.2The proceeds of the Performance Security shall be payable to the Institute as compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.
- 3.4.3The Performance Bond shall be in the form of bank guarantee issued by a scheduled bank situated in India and the form provided by IIM ROHTAK.
- 3.4.4The Performance Bond will be discharged by the Institute after completion of the contractor's obligations including any warranty obligations under the contract.

3.4.5As regards validity of PBG, please refer to Special Conditions of the contract (Section-4).

3.5 INSPECTION AND TESTS

3.5.1The Institute or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Institute may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Institute requires and where they are to be conducted. Where the Institute decides to conduct such tests on the premises of the Contractor, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods

Fail to conform to the specifications, the Inspector may reject them and the Contractor shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Institute.

3.5.2Notwithstanding the pre-supply tests and inspections, the material on receipt in the Institute's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Institute. Testing of items as per CPWD Specification of relevant letters /testing as per BIS shall be done as per direction of Institute Engineer.

If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Contractor notice setting forth details of such defects or failures and the Contractor shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Contractor, free of the all charges, at the site(s).

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

3.6 TRAINING (WHERE REQUIRED)

- 3.6.1 The Bidder shall provide training for installation and maintenance staff of the Institute free of cost, where required.
- 3.6.2**Delete**d.
- 3.6.3The Bidder shall provide all training materials and documents and aids.
- 3.6.4Conduct of training of the Institute's personnel shall be at on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

3.7 WARRANTY

3.7.1 The Contractor shall give warranty that works to be done supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Institute who shall state in writing in what respect goods are faulty. This shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.

However the warranty period specified, if any, in the Special Condition of Contract (Section -4) the same shall rule.

- 3.7.2If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the abovementioned period of 24 months, whichever may be later. If any defect is not remedied within a reasonable time, the Institute may proceed to get the work done at the Contractor's risk and expenses, but without prejudice to any other rights which the Institute may have against the Contractor in respect of such defects.
- 3.7.3Replacement under warranty clause shall be made by the Contractor free of all charges at site including freight, insurance and other incidental charges.

3.8 CHANGE ORDERS

- 3.8.1 The Institute may at any time by written order given to the Contractor make changes within the general scope of the contract in any one or more of the following:
 - a) Drawings, designs or specifications where goods/works to be furnished under the contract are to be specifically manufactured for the Institute. Method of transportation or packing.
 - b) Place of completion.
 - c) Services work to be provided by the contractor.
- 3.8.2If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or completion schedule or both and the contract shall accordingly be amended.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/obligations under the contract without prior written permission of the Institute.

3.10 LIQUIDATED DAMAGES

- 3.10.1 The date of the completion of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the completion must be completed not later than the dates specified therein. Extension in completion period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract completion period and accepted by the consignee, such deliveries will not deprive the Institute of the right to recover Liquidated Damages.
- 3.10.2In case the Contractor fails to supply the goods/services against the order, the same shall be procured from other contractors at the cost and risk of the Contractor and the excess money will be recovered from any dues of the party.
- 3.10.3For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part completion is of no use to a Institute, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Contractor. The Institute also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Contractor for future tenders.
- 3.10.4LD can be recovered from any dues of the Contractor.

3.11 ARBITRATION

3.11.1 In case of Foreign Bidders

Any dispute of differences arising out of the contract which cannot be amicably settled between the contractor and the Institute shall be decided as per arbitration rules of international chamber of commerce, Geneva. For arbitration, the venue shall be Geneva.

3.11.2In the event of any dispute arising between Indian Institute of Management and the Contractor in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to Director Indian Institute of Management Rohtak who may himself act as sole arbitrator or may name as sole arbitrator an officer of IIM ROHTAK or outside of IIM Rohtak notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The contractor expressly agrees that the arbitration proceedings shall be held at Rohtak.

- 3.11.3 The proceedings of arbitration shall be in English language:
- 3.11.4In case any contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.
- 3.11.5In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.12 RISK PURCHASE

- 3.12.1 In the event of Contractor's failure to execute the contract to the satisfaction of the Institute, the Institute reserves the right:
 - (a) To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Institute.
 - (b) to terminate the Contract by giving 2 weeks' notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Contractor.

3.13 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfil their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.14 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Contractor, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Contractor, if a security is taken from the Contractor. In the event of the Security being insufficient or if no security has been taken from the Contractor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Institute on demand the remaining balance due.

3.15 PACKING

The contractor shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT

- 3.16.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted Institute shall give the Contractor a notice setting forth details of such defects or failures and the Contractor shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Contractor free of cost. Should the Contractor fail to do the needful within this stipulated time frame, the Institute reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Contractor. The cost of any such replacement made by the Institute shall be deducted from the amount payable to the Contractor against this purchase order.
- 3.16.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Contractor for such loss or defective equipment and the Contractor shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.17 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this

contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CMD, IIM ROHTAK, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Institute shall be at liberty to take over from the Contractor at a price to be fixed by the Institute, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the Institute may deem fit except such material, as the Contractor may, with the concurrence of the Institute, elect to retain.

3.18 TERMINATION FOR DEFAULT

- 3.18.1 The Institute, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.
 - a) if the contractor fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Institute.
 - b) if the Contractor fails to perform any other obligation(s) under the contract; and
 - c) if the Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Institute may authorize in writing) after receipt of the default notice from the Institute.
 - d) On a notice period of 30 days.
- 3.18.2 In the event the Institute terminates the contract in whole or in part pursuant to above para the Institute may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to the Institute for any excess cost for such similar goods. However, the Contractor shall continue the performance of the contract to the extent not terminated.

3.19 TERMINATION FOR INSOLVENCY

The Institute may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Institute.

3.20 ADD ON ORDER

IIM Rohtak reserves the right to place Add on order for additional quantity upto 25% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

3.21 REPEAT ORDER

DELETE.

3.22 In case of any conflict in any of the terms mentioned at Section-4, the same shall prevail over the terms mentioned in other sections.

- END OF SECTION 3 -

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT

4.1<u>PLACE OF INSTALLED EQUIPMENTS UNDER OPERATION</u> <u>&MAINTENANCE CONTRACT</u>

Indian Institute of Management Rohtak

4.2 PAYMENT TERMS

- (i) Payment will be made on monthly basis after submission of bill in the succeeding months duly verified by Engineer In-charge.
- (ii) The payment shall only be released on confirmation of disbursement of salaries and other allowances to labours deployed at site by the agency.
- (iii) On submission of consumable item sheet duly verified by engineer In charge.

4.3 **PAYING AUTHORITY**

Indian Institute of Management Rohtak

4.4 INSPECTION AUTHORITY

Indian Institute of Management Rohtak

4.6 <u>VALIDITY OF PERFORMANCE SECURITY</u>

Successful bidder is required to submit Performance Bank Guarantee for a value of 5 % of value of PO with validity up to contract period plus 2 months for final handing over of AMC covered equipment's, within 10 days from date of issue of PO in the prescribed IIM ROHTAK format issued by a scheduled bank from its branch in Delhi.

4.7 PRE-BID INSPECTION / SURVEY

4.7.1 The bidder may inspect the conditions & performance of the Heat & ventilation Air conditioning System before submission of their bid.

4.7.2The complete Heat & ventilation Air conditioning System as per Annex-I shall be taken over by the agency for operation & maintenance in the existing conditions and if any initial repairs or replacement of any part or modification of any nature is required in the existing system/equipment, the same shall be carried out by the agency within the quoted rates as per CPWD Specification/Rule.. The rates may be assessed accordingly.

4.8 **SCOPE OF WORK:**

- 4.8.1 The scope of work shall cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete Heat & ventilation Air conditioning System Power cables, Internal & External Electrical wiring and installations etc. as per details of installations and scope of work in Annexure-I.
- 4.8.2 The work shall be generally carried out as per CPWD specifications for electrical works and as per the norms set by the manufacturers of respective equipment's, specifications and specific instructions as may be issued by the Institute Engineer in charge responsible for work from time to time. Brief description of maintenance activities generally carried out is mentioned on Annex-V
- 4.8.3 All the electrical equipment's/installations shall be always kept in good healthy conditions.

4.9. PERIOD OF CONTRACT

Operation & Maintenance Contract shall be initially for a period of two year extendable for further period of two years on mutually agreed rates between Institute and contractor at same terms & conditions subjected to satisfactory performance of contactor

4.10 DAMAGE CAUSED TO INSTALLATION

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss. Decision of the Engineer –in –charge shall be final & binding on the contractor.

4.11 DEPLOYMENT OF STAFF

- 4.11.1The contractor shall depute a qualified supervisor for this site, who will coordinate work execution activities and interact with the IIM ROHTAK Engineer in charge responsible for supervision of work and visit the site at least once a week and as where required during breakdowns.
- 4.11.2The contractor shall assess the required number of skilled, semi-skilled and unskilled labour for satisfactory operation, routine and special maintenance of the equipment's and deploy accordingly. The minimum expected staff to be deployed at site is as per Annex-

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- 4.11.3Any extra labour of any nature if required, at any time for attending any type of minor or major repair/break down shall be deployed by the contractor at his own cost for which nothing extra shall be payable.
- 4.11.4The deployed labour shall be sufficient, experienced and qualified/trained in operation & maintenance of sub-station & internal & external electrical installation so that all the breakdowns/repairs are attended promptly within reasonable time as per Annex-IV
- 4.11.5In case of any abnormal delay on the part of the agency beyond the specified time, penalties shall be imposed and recovered from the monthly bills as under:

Minor Breakdown Rs.200/- per hour of delay subject to

Maximum of Rs.1000/- per fault.

Major Breakdown - Rs.500/- per hour of delay subject to maximum of Rs.5000/- per fault.

4.14 TOOLS & PLANTS

All the general & special tools, tackles i/c chain pulley blocks etc. required for proper operation, maintenance and repairs/break down etc, shall be arranged by the contractor at his own cost and issue to the staff deployed by him for this work.

4.15 SCHDULE OF MAINTENANCE

Within the one week of award of work, the contractor shall submit for approval of institute enclosing the detailed schedule of operation, routine, special and preventative maintenance along with daily fortnightly and monthly activities ao all works and execute as per directions of Engineer in charge, Institute.

4.16 RECORDS TO BE MAINTAINED AT SITE

He following Register shall be maintained by the contractor at site and to be got signed by Engineer in charge, Institute

- General Maintenance Log Book.
- Preventative Maintenance / Breakdown Log Book.
- Account of receipt & issue of spare parts and consumable items for maintenance & repairs.

4.17 PERSONAL ACCIDENT INSURRANCE:

The entire contractor employee will have to be in covered under insurance against any personal accident and Institute will not be liable for payment of any compensation on that account.

During the execution of work, the contactor shall follow all standard norms of safety measures / precautions to avoid the accident / damages to man, machineries and building. On non-adherence of this clause, suitable fines shall be imposed as decided by engineer in charge, Institute

4.18 **CONSUMABLES**

All the required replacement material and consumables required for keeping all the installations in good working conditions shall be arranged by the contractor. However payment of consumable made by Institute on actual consumption basis as approved rate. Bidder is required to quote separately item of Sub Head –II for electrical consumable of section 5. The rate contract of consumable item will be awarded to successful bidder after selecting lowest rate of each item quoted by all the bidders.

4.19 PERIOD OF OPERATION

The system shall be kept in good working conditions round the clock without any defect

- END OF SECTION 4-

SECTION 5

IIMR/Civil/k-55 T Date 03.01.2019

PRICE BID SCHEDULE

Subject: - Operation & Maintenance of Heat Ventilation & Air conditioning at Indian Institute of Management Rohtak at Sunaria Rohtak

Serial No.	Description	Rate of Total Man power per Month in Rs.	Quantity of Month	Total taxes)	Amount	(Excl.
	All inclusive comprehensive Operation & all routine, preventive and major/special maintenance works as required from time to time per month up to 24 Month for complete Heat & Ventilation Air conditioning System Midea make VRF Multi type air conditioning systems including Electrical wiring pertaining to HVAC system and installations etc. as per details of installations i/c cost of all type of repairs complete as per terms & conditions. Spares parts used in maintenance/repair shall be paid separately on basis of invoice submitted by the contractor. Dismantelled spares shall be deposited to the institute.		24			
	Total cost without GST					

Note GST will be paid extra in time of billing as per the notified rate of Govt of India

Amount in words (Rs)
	(Signature of the bidder with seal)

SUB-HEAD -II

SECTION –6 ANNEXURES

ANNEXURES-I

<u>Details of Installation Operation & Maintenance of Heat & Ventilation Air Conditioning System at Indian Institute of Management Rohtak at Sunaria Rohtak</u>

1.0 HVAC SystemEquipment

2.0 Sl.No.	Description of Items	Make	Unit Rate	Tax Amount	Total Amount
1	VRF ODU 28 HP (Qty 11 Nos)	MIDEA			
2	VRF ODU 34 HP(Qty 11 Nos)	MIDEA			
3	VRF ODU 20HP (Qty 2 Nos)	MIDEA			
4	VRF ODU 18 HP (Qty 2 Nos)	MIDEA			
5	Furredin Unit (Qty 178) with capacity 02/1.5/1.0 T	MIDEA			
6	Split unit (Qty 56 Nos) with capacity 02/1.5/1.0 T	MIDEA			
Air Handling Unit	Qty 39 Nos	•	·	•	
7	AHU 2000 CFM :Qty 08	Edgetech			
8	AHU 13000 CFM :Qty 02	Edgetech			
9	AHU 10000 CFM :Qty 01	Edgetech			
10	AHU 15000 CFM :Qty 01	Edgetech			
11	AHU 1000 CFM :Qty02	Edgetech			
12	AHU 2500 CFM :Qty16	Edgetech			
13	AHU 4000 CFM :Qty02	Edgetech			
14	AHU 1600 CFM :Qty02	Edgetech			
15	AHU 6000 CFM :Qty03	Edgetech			
16	AHU 3000 CFM :Qty01	Edgetech			
17	AHU 5000 CFM :Qty01	Edgetech			
18	AHU KIT (47 Nos.)	MIDEA			
20	AHU STARTER (39 Nos.)	KHOKAR /equivalent			
21	PACKAGE TYPE AIR WASHERS (4 Nos.)	Edgetech			

22	INLINE FANS (8 Nos.)	Krugger
23	TUBE AXIAL FANS (4 Nos.)	Krugger
24	SCRUBBER (2 No.)	Edgetech
25	WEATHER PROOF ISOLATORS(26 No.)	Schneider
26	REFRIGENT PIPING WITH INSULATION & JOINTS (LS)	Reputed Makes
27	GI DRAIN PIPING WITH INSULATION	Reputed Makes
28	DUCTING , INSULATION , GRILLS & DIFFUSERS (LS)	Reputed Makes
29	CONTROL WIRING , REMOTES ETC.	Reputed Makes

(Signature of the Bidder with Seal)

- END OF SECTION 5 -

ANNEXURE -II

MINOR SPARES/CONSUMABLES TO BE SUPPLIED BY THE CONTRACTOR (COVERED UNDER THE SCOPE OF CONTRACT)

- 1) Rewirable fuses
- 2) Indicating lamps of panels, enunciators and switch board etc.
- 3) Lubrication oils and greases etc. excluding lube oil.
- 4) Cleaning material like cloth/cotton wastes etc.
- 5) Contact cleaning agents like CTC sprays etc.
- 6) Screws, nails and rawl plugs etc.
- 7) Nuts and bolts of different sizes.
- 8) Contactor contacts
- 9) Refrigerant gas R 410
- 10) Refrigerant gas R 22
- 11)Tools & Tackles

ANNEXURE - III

Expected Minimum Labour & Duty Hours

Expected minimum labour to be deployed for Sub-station and internal & external electrical installations.

Engineer Maintenance

(Highly skilled) 1 No. whenever required during break down for overall

management of maintenance of works & attending to

major faults & liaison with Institute Engineer in

charge

AC technician 04 Nos Round the clock for operation maintenance &

observation of Various Working parameters of

HVAC System.

ANNEXURE – IV

Qualification & Experience of Technical Staff

i) Engineer HVAC System

(Highly skilled) - Diploma in/Mechanical/ Electrical Engineering with

at least 3 years' experience in handling HVAC System.

ii) AC technician

ITI in the trade of Electrical/Air Conditioning or

having wireman Grade having with 3 years' experience in Operations & Maintenance of HVAC

System.

ANNEXURE - V

GENERAL SCOPE OF WORK:

The following scope of work is only indicative and contractor is advised to use his own judgement in evaluating the quantum of work involved in round the clock operation and maintenance of the systems.

- 1) To operate and maintain Heat & Ventilation Air conditioning System, associated protection equipment's, cables, control cables, capacitor panels/power factor correction systems, pump panels, mechanical ventilation and pressurizing system etc. and their associated switchgear etc. round the clock throughout the year.
- 2) To monitor & record the incoming supply parameters, make necessary tap to in changing to maintain the voltage in limits, maintain the power factor at not less than 0.9 lagging by switching the capacitor banks, to keep the maximum demand within prescribed limits etc.
- 3) To maintain the Internal and Electrical Installations fittings, power outlets, switchboards, distribution boards etc cable & wiring pertaining to the same in good working condition. Attending to the complaints/ faults, preventive maintenance to avoid breakdowns etc. round the clock throughout the year.
- 4) To ensure the effective cooling systems
- 5) To check/clean of VRF outer door unit/AHU Filters once in week.
- 6) To check and replace, if necessary the performance of all operational safeties. This activity has to be done at least once in three months and if required earlier too.
- 7) To check and clean all electrical fittings including fans on at least one, monthly basis or as per requirement.
- 8) To check electrical circuits and rectify faults as and when necessary.
- 9) To clean, tighten electrical contact points once a month.
- 10) To replace electrical contacts and other items as and when required.
- 11) To tighten all the fasteners of the bus ducts, bus bars and cables as and when necessary and at least once in three months. Also to re-terminate the heated up contacts and replace cabling/wiring as and when necessary
- 12) To ensure that the control circuitry of all systems are perfectly working.

- 13) Arrange all type of repairs, spares & consumables required for proper working of electrical installations.
- 14) Any other electrical works as assigned by the engineer in charge essentially required for keeping the equipments in good healthy working conditions though not indicated above.

Annexure -VI

AGREEMENT

Rohtak (hereinafter called the employe	· · · · · · · · · · · · · · · · · · ·
here i	in after called "The Contractor" of the other part.
Maintenance of Heat Ventilation & A	hat certain works should be executed i.e. Operation & Air Conditioning System Indian institute of Management the contractor for
NOW THIS AGREEMENT WITNESS	SETH AS FOLLOWS:
In this Agreement words and expression them in the conditions of contract them	ons have the same meanings as are respectively assigned to re after referred to.
The following documents shall be deen agreement viz.	ned to form and be read and construed as part of this
The Tender No. IIMR/Civil/F	ζ-55 Τ
The award letter No.	
References as mentioned in the award	letter
_ · ·	made by the employer to the contractor, the contractor d maintain the works in conformity in all respects with the
· · · · · · · · · · · · · · · · · · ·	consideration of, complete contract for providing ne works at the contract price at the times and in the
In witness whereof the parties have he and year first above written.	ereunto set their respective hands and seals the day
For & on contractor Director of Indian institute of Manage	For& on behalf of ement
Witness (i)	(ii)
Date:	

Rohtak

SECTION - 7

Tender No.: IIMR/Civil/K-55 T Date 03.01.2019

	FORMAT OF BID BO	<u>'ND (EMD)</u>		
	s (Hereinafter called For the supply of Vide	· · · · · · · · · · · · · · · · · · ·		
our regis Indian i NR/US	ALL MEN by these presents that WEstered office at (Hereinafter called institute of Management Rohtak (hereinafter seconds)	"the Bank") are or called "the In and truly to be m	bound unto nstitute") in the	sum of
ГНЕ СС	ONDITIONS of the obligation are:			
	If the Bidder withdraws his bid during the perion the Bid form or	od of bid validity	y specified by th	e Bidder

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

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

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

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness Full address of Branch

Address of witness Tel No. of Branch

- END OF SECTION 7 -

SECTION-8

Tender No.: IIMR/Civil/K-55 T 03.01.2019

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

Director of Indian Institute of Management Rohtak

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. :
In consideration of Indian Institute of Management Rohtak, having its office at Sunaria Rohtak (hereinafter referred to as "IIM Rohtak" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated/issued work Order No dated with/on M/s (hereinafter referred to as "The
Contractor" which expression unless repugnant to the content or meaning thereof, shall include
all the successors, administrators, and executors).
WHEREAS the Contractor having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated/award letter No dated and Institute having agreed that the Contractor shall furnish to IIM ROHTAK a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for
We ("The Bank") which shall include
We, ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of
Guarantee No in your favour for account of
(The Contractor) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.
Hereby, we undertake to pay up to but not exceeding (say only) upon receipt by us of your first written demand
accompanied by your declaration stating that the amount claimed is due by reason of the
Contractor having failed to perform the Agreement and despite any contestation on the part of
above named contractor.

any c	claims made hereunder	must be receive	including 30 days of claim period and ved by us on or before expiry date after which date effect whatsoever whether returned to us or not.
Auth	orized Signature		
Mana	_		
Seal	of Bank		
		- END OF S	SECTION 8 –
		<u>S1</u>	ECTION-9
Tend	ler No.: IIMR/Civil/k	-55 T	03.01.2019
		BID SUB	MISSION FORM
Offer	r No.:		Date:
То			
Dear In res & M	sponse to your Tender	& Ventilation	I/k 55 T Dated: 03.01.2019 for Operation Air Conditioning System at Indian Institute of our offer herewith.
1	Bidder Name		
1. 2.	Website Address	•	
2. 3.	Email Address		<u></u>
3. 4.		nication :	·
⊤.	Address for Commu	incation	
5.	Telephone Number		:
	1		
6.	Fax/Telefax Number	r :	
7.	Authorised Person -	Name :	
		Designation	:
		Mobile No.	
		Email ID	:
8.	Alternate Person -	Name :	
ο.	Antemate I GISUII -		:
		Designation	•

	Mobil Email		;
9.	PAN Number	:	
10.	TIN Number State	:	·
11.	Service Tax Regn. No.		:
12.	ECC Number	:	
13. Code			s in case payment through LC is approved IFSC / NEFT
	Name of the Bank Address of the Branch		:
14.	Particulars of EMD Amount : Rs		Mode of Payment
(DD/B	3G):		•
	DD/BG No. Date Name of the Bank Address of the Bank Validity of BG		
15.	Particulars of Tender Fee		
	Amount DD No. Date Name of the Bank Address of the Bank		: Rs
16.	Turnover of the Bidder in las	at 3 year	rs (Please submit copy of Annual Report) Deleted

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
2012-2013		

2013-2014					
2014-2015					
	A	Average Turn	nover		
Details of similar w		_	last 7 yea	rs (Please	submit copy of
Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

17.

22.

the Owner who is SC or ST.

Please mention the place from where shipment will be effected.
Country of Origin of Goods offered (Itemwise)
– Please Mention Mode of Shipment (Sea/Air/Rail/Road)
Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC / State.

If you are MSME is it owned by SC/ST Entreneurs. If Yes, please specify the Name of

23.	Following Documents are submitted to substantiate other eligibility criteria.			
i)				
ii)				
iii)				
	<u>DECLARATION</u>			
1)	We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender. (In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)			
2)	We certify that the information mentioned above are true and correct to best of our knowledge.			
3)	In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.			
4)	This offer contains No. of pages including all Annexures and Enclosures.			
Place: Date:	Signature of Authorized Signatory Name: Designation: Seal:			

- END OF SECTION 9 -