



Indian Institute of Management Udaipur  
भारतीय प्रबंधन संस्थान उदयपुर

## INDIAN INSTITUTE OF MANAGEMENT UDAIPUR

(An Autonomous Institute under the Ministry of Education, Govt. of India)

### TENDER DOCUMENT

### FOR

**Name of Work:- Supply, Installation, Testing, and commissioning of 5100 CFM ceiling suspended AHU along with all accessories for 330 seater Auditorium room at IIM Udaipur.**



Tender No. : IIMU/Tender/5100 CFM AHU Auditorium/2023

Dated: 17/02/2023

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Indian Institute of Management Udaipur  
Balicha, Udaipur-313001, Rajasthan  
Website: [www.iimu.ac.in](http://www.iimu.ac.in)

Signature of Bidder

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Signature of Assistant Manager-Estate



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**Notice Inviting Tender (NIT)**  
**For Supply, Installation, Testing, and commissioning of 5100 CFM ceiling suspended AHU along with all accessories for 330 seater Auditorium room at IIM Udaipur.**

Indian Institute of Management Udaipur (hereinafter referred to as “Institute” or “IIMU”) is an Autonomous Institute under the Ministry of Education (MoE), Government of India. IIM Udaipur is recognized as a premier management institution in the country. IIM Udaipur has started its operations in the year 2011 and operating from its permanent campus located at Balicha, Udaipur, Rajasthan with a present strength of approximately 1000 (One Thousand) students, faculty, and staff on the campus with a projected increase of 10% to 15% per year.

IIM Udaipur invites E-tender (online tender) from HVAC equipments- Air Handling Units (AHUs.) installation service providers (hereinafter referred to as "Agency" or “Bidder”) for **Supply, Installation, Testing, and commissioning of 5100 CFM ceiling suspended AHU along with all accessories for 330 seater Auditorium room at IIM Udaipur.**

**Bidders must read the complete ‘Tender Documents:** This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. The Bidders must go through the complete Tender Document for details before submission of their Bids.

**‘The Bidders shall sign and stamp each page of this tender document as a token of having read, understood, and comply with tender, the terms, and conditions contained herein. Manual bid/tender will not be accepted under any circumstances. Incomplete bids/ documents shall be rejected without giving any reason.**

**Availability of the Tender Document** -This tender document containing eligibility criteria, the scope of work, terms and conditions, specifications, and other documents, can be downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/cppp/> or Indian Institute of Management Udaipur website: [www.iimu.ac.in](http://www.iimu.ac.in) .

**Clarifications** – A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from the Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended.

**Submission of Bids, EMD:** - Bids shall be submitted through online mode under the e-procurement system. **No manual Bids shall be made available or accepted for submission.** The bidders have to apply online through E-Procurement portal <https://eprocure.gov.in/cppp/> only. The original EMD is to be submitted in a sealed envelope to be superscribed this tender name & the name of their agency and must reach the below address before the last date & time for submission of the bid.

*The Chief of Administration  
IIM Udaipur,  
Balicha, Udaipur-313001,Rajasthan*

Signature of Bidder

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Signature of Assistant Manager-Estate



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## 1. TENDER INFORMATION SUMMARY (TIS)

Name of Work	Supply, Installation, Testing, and commissioning of 5100 CFM ceiling suspended AHU along with all accessories for 330 seater Auditorium room at IIM Udaipur.
Period for Completion of work	45 Days
Estimated Cost of Tender	<b>Rs. 4,40,051/-</b> (Rupees Four Lac Forty Thousand Fifty One Only)
Earnest Money Deposit	<b>Rs. 8,801.00/-</b> (Rupees Eight Thousand Eight Hundred One only) in the form of Demand Draft/ Pay Order in favour of “ <b>Director, Indian Institute of Management, Udaipur, Rajasthan</b> ”
Performance Guarantee (at the time of signing of the Agreement)	3 % of the contract value value
Validity of Bid	90 Days from the date of submission of bid
Date of Publishing	20 Feb 2023 1800 hrs
Tender Downloading Start Date	20 Feb 2023, 18.00 hrs.
Pre-Bid meeting	27 Feb 2023, 14.00 hrs.
Tender Submission Last Date	09 Mar 2023 18.00 hrs.
Date and Time of Technical Bid Opening	10 Mar 2023, 18.00 hrs
Date and time of Financial Bid Opening	To be notified later
Submission of Bids	The bid shall be submitted online on CPP Portal
Tender Opening Place	<b>On e-procurement portal</b>
Office/ Contact Person/ email for clarifications	<b>Phone – 02942477254</b> <b>Email - <a href="mailto:procurement@iimu.ac.in">procurement@iimu.ac.in</a></b>



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- Section 2 : Instruction to Bidders**
- Section 3 : General Condition of Contract (GCC)**
- Section 4 : Scope of Work**



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## **Section-01**

### **TECHNICAL BID SUBMISSION FORM**

#### **FORM- 1**

<b>1</b>	<b>Name of Tendering Company / Firm / Tenderer</b>	
<b>2</b>	Name of Director/ Partners/Chairperson/Proprietor	
<b>3</b>	<b>Full Particulars of Office</b>	
(a)	Address	
(b)	Telephone Nos.	
(c)	Mobile Nos.	
(d)	E-mail Address	
<b>4</b>	<b>Registration Details</b>	
(a)	Firm Registration No./Partnership / Proprietorship	
(b)	PAN No.	
(c)	GST Registration No.	
<b>5</b>	<b>Details of Earnest Money Deposit</b>	
(a)	Earnest Money Deposit	
<b>6</b>	<b>Tax Returns</b>	
(a)	Income Tax Returns 2019-20 ,2020- 21 & 2021-22	
(b)	Latest GST Returns	

**Signature of Bidder as  
Authorized by the Company**



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## FORM-2

**Details of the completed contracts for providing similar works in chronological order)**

	Name and Address of the organization where the services were/are being provided	Name, Designation and Telephone / Fax No. of the officer of that organization concerned	Value of Contract	Duration of Contract		Date of Completion
				From	To	
				DD/MM/YY	DD/MM/YY	
A						
B						
C						
D	Additional information, if any					

**\* Self attested completion certificate to be enclose.**

Signature of Bidder

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Signature of Assistant Manager-Estate



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### FORM- 3

#### TENDER ACCEPTANCE LETTER

(To be given on Agency Letter Head)

Date :

To,

The Director, IIM Udaipur  
Balicha, Udaipur,  
Rajasthan-313001.

Sub. : Acceptance of Terms & Conditions of Tender.

Tender Reference No.: IIMU/Tender/5100-CFM-AHU-Auditorium/2023

Name of Tender/Work: Supply, Installation, Testing, and commissioning of 5100 CFM ceiling suspended AHU along with all accessories for 330 seater Auditorium room at IIM Udaipur.

.Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.\_\_\_\_to\_\_\_\_(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide by with the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Signature of Bidder

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Signature of Assistant Manager-Estate





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## Section-02

### **INSTRUCTIONS TO THE BIDDERS**

#### **1.0 GENERAL INSTRUCTIONS:**

- 1.1 For Bidding / Tender Document Purposes, 'Office of the Director, Indian Institute of Management,Udaipur, Rajasthan referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Agency/ Contractor' and / or Bidder interchangeably.
- 1.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 **Each page of the Tender documents must be stamped and signed by the person or persons authorized to submit the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any bid with any of the Documents not so signed is liable to be rejected at the discretion of the client.**
- 1.5 The Bidder shall attach the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the tendering company/ firm/ tenderer.
- 1.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, technical bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.
- 1.7 The parties to the Bid shall be referred to as the 'Bidders' /Agency (to whom the work has been awarded) and 'Office of the Director, Indian Institute of Management,Udaipur, Rajasthan' shall be referred to as 'Client'.
- 1.8 For all purposes of the contract including arbitration there under, the address of the Bidder mentioned in the bid shall be final unless the Bidder notifies a change of address by a separate letter sent by registered post with acknowledgement to the 'Office of the Director, Indian Institute of Management,Udaipur, Rajasthan. The Bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.9 **Bidders are advised to visit personally the worksite/place i.e. Indian Institute of Management Udaipur, village Balicha, Udaipur, Rajasthan 313001 to acquaint themselves with site conditions.**



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- 1.10 The requirement/execution of the work is indicative as mentioned in Schedule of Quantity and may deviate or change at the sole discretion of the client upto the permissible deviation limit.
- 1.11 **Pre- Bid Meeting**:-The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter concerning bids that may be raised at that stage or for any clarification in connection with the bid documents. The bidder may submit any queries in writing or by e-mail, to reach the Estate Officer before such meeting. Proceeding of the pre-bid meeting, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting (and subsequently to all purchasers of the bidding documents). Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting or otherwise shall be made by the Estate Officer through the issuance of an Addendum (or Amendment) to the bid documents and shall form part of the resultant contract.

## 2. MINIMUM ELIGIBILITY CRITERIA:

The following shall be the minimum eligibility criteria for Tenderers: -

- (a) **Legally valid entity:** The Tenderer shall necessary be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956/ Partnership or Proprietary concern. A proof in support of the legal validity of the Tenderer shall be submitted.
- (b) **Registration:** The Tenderer should be registered with the statutory authorities such as Income Tax, GST, etc.
- (c) **Clearance:** The Bidder should also have filed upto date dues of
- i. GST/ Returns of relevant period.
  - ii. Income Tax Returns of relevant period with relevant proof.
- (d) **Work Experience:** The Bidder should have experience of executing successfully (completed similar works) last Three (3 ) years out of five (5) years ending previous day to last day of submission of tender in reputed Organizations (Central/State govt. Dept./PSUS of Central or State Govt./Railways/Similar Govt. Organizations)
- (i) 3 Similar works of value not less than **40 % each** i.e. of 1.76 Lacs.
- or**
- (ii) 2 Similar works value not less than **60 % each** i.e. 2.64 Lacs.
- or**
- (iii) 1 Similar works of value of not less than **80 % each** i.e. 3.52 Lacs.



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**List of Documents supporting Minimum Eligibility Criteria to be scanned and uploaded within the period of bid submission:**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), self attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies should be enclosed.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), self attested copies of PAN/TAN, GST Registration, shall be submitted by the bidder.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), self attested copies of the latest GST returns & Income Tax Department returns (2019-20 ,2020-21 & 2021-22) shall be submitted by the bidder.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2 (d), with self attested copies of experience certificates for completed works issued reputed Organizations (Central/State govt. Dept./PSUs of Central or State Govt./Railways/Similar Govt. Organizations) shall be acceptable along with Form 2.
- (v) Copy of registration certificate with CPWD/MES/Railways/DDA/PSU or any other State or Central Govt. Organization.

**EARNEST MONEY DEPOSIT:**

- 3.1 This tenders should be accompanied with Earnest Money Deposit (E.M.D.) of **Rs. 8,801.00/-**(Rupees Eight Thousand Eight Hundred One only) in the form of Demand Draft/ Banker's Cheque/ Pay Order of any nationalized/Scheduled bank in favor of "Director, Indian Institute of Management, Udaipur, Rajasthan" payable at Udaipur,Rajasthan valid for 3 months.
- 3.2 The Earnest Money Deposit will be refunded to the bidders without any interest whose offers have not been accepted. The Earnest Money Deposit of the bidder whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.
- 3.3 The tenders without the Earnest Money shall be summarily rejected.
- 3.4 The tender security (EMD) may be forfeited:
  - (i) If the Tenderer withdraws his tender during the period of tender validity specified by the Tenderer in the tender form; or
  - (ii) In case of successful Tenderer, if the Tenderer
    - (a) Fails to sign the contract in accordance with the terms of the tender document.
    - (b) Fails to furnish required performance security in accordance with the terms of Tender document within the time frame specified by the client.
    - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.



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#### 4. VALIDITY OF TENDERS AND RATES

4.1 Bid shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Tenders.

4.2 The rates shall be valid for a period of One Year from the date of start of work.

#### 5. PREPARATION/SUBMISSION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. 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 documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- iii. 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 / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

#### 6. SUBMISSION OF TENDER

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

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

**3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.**

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any

Signature of Bidder

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Signature of Assistant Manager-Estate



other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) **Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.**

6) 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, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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.

10) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

11) 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.

12) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

13) The Agencies are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the Agencies at the eleventh hour.

14) Not more than one tender shall be submitted by one Agency or Agencies having a business relationship. Under no circumstance will the father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate



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competitors. A breach of this condition will render the tenders of both parties liable to rejection.

15) Bidder who has downloaded the tender from the IIMU website [www.iimu.ac.in](http://www.iimu.ac.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not alter/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be altered/ modified in any manner, tender will be completely rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with IIMU.

## 7. TENDER OPENING PROCEDURE

7.1 The tender will be opened online on the Central Public Procurement Portal (CPP Portal).

## 8. CLARIFICATION ON TENDER EVALUATION

8.1 The Tender shall be evaluated based on the available documents submitted by the tenderer.

8.2 Client also reserves right to seek confirmation/ clarification on the supporting documents submitted by the tenderer.

## 9. RIGHT OF ACCEPTANCE

9.1 Office of Director, IIM Udaipur, Rajasthan reserves all rights to reject any tender including of those tenderer's who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority in this regard shall be final and binding.

9.2 Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass shall render the Tenderer liable for rejection.

9.3 The Competent Authority reserves the right to award any or part or full contract to any successful tenderer's at its discretion and this will be binding on the Tenderer's.

9.4 Office of Director, IIM Udaipur, may terminate the contract if it is found at any stage that Contractor is black listed on previous occasion by any institution.

## 10. LETTER OF ACCEPTANCE

10.1 After determining the successful evaluated Tenderer, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within 3 days of receipt of the same by him.

10.2 The issuance of the Letter of Acceptance to the Tenderer shall constitute an integral part of the contract and it will be binding on the contractor.



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## **Section-03**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. DEFINITIONS**

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely:

1. **“Annexure”** referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
2. **“Approved”** shall mean approved in writing including subsequent confirmation of previous verbal approval. **“Approval”** shall mean approval in writing including as aforesaid.
3. **“Agreement”** the word **“Agreement”** and **“Contract”** has been used interchangeably.
4. **“Bidder”** shall mean the Bidder who submits the tender for the work and shall include the successors and permitted assigns of the Bidder.
5. **“Organisation”** shall mean the Indian Institute of Management located at Udaipur, Rajasthan.
6. **“Estate Officer ”** shall mean an Officer appointed to work in the capacity of Competent Officer of the Indian Institute of Management, Udaipur.
7. **“Commencement Date”** shall mean the date upon which the Contractor receives the notice to commence the supply of Services.
8. **“Competent Authority”** shall mean the Director, Indian Institute of Management, Udaipur, Rajasthan.
9. **“Competent Officer”** shall mean an officer authorized by the Director.
10. **“Contract”** shall mean the contract for the work and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates, the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged between the Contractor and the Competent Officer and any other document forming part of the contract.
11. **“Contract Amount”** shall mean the sum quoted by the Contractor in his offer and accepted by Competent Authority.
12. **“Contractor”** shall mean the individuals or firm or company whether incorporated or not, undertaking the contract and shall include legal representatives of such individual



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or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company. This shall be synonymous with term "Bidder" used in the Detailed Tender Notice and shall mean the successful "Bidder".

13. **"Estate Officer"** shall mean the Assistant Manager-Estate of Indian Institute of Manmagement, Udaipur
14. **"Letter of Acceptance"** means the formal acceptance of Bid issued by the Competent Officer.
15. **"Owner"** shall mean the Director, Indian Institute of Management, Udaipur, Rajasthan.
16. **"Prescribed"** shall mean as prescribed in the Tender Document.
17. **"Specifications"** means the specifications referred to in the Tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Competent Authority. In case where no particular specification is given, the relevant specification, where one exists, of the Bureau of Indian Standards shall apply.
18. **"Tender"** means the Contractor's bid offered to the Competent Authority for the supply of the Services and remedying of any defects therein in accordance with the provisions of the Contract, the installation and services as accepted by the Letter of Acceptance.
18. **"Time for completion"** means the time for completing the supply of services or any part thereof as stated in the Contract calculated from the Commencement Date.
19. **"Similar Work" and "Scope of work"** shall mean the supply, installation, testing and commissioning of Air Handling Units (AHUs) and Fan Coil Units (FCUs).
20. **The specifications mean the CPWD specifications related to the work with up to date correction slips and amendment thereto.**

Any term that has not been defined hereinabove, shall be governed by the meaning explained in Oxford Dictionary and/or should be determined by the General Clauses Act relevant to such contracts.

## 2. RETURNING OF EARNEST MONEY DEPOSIT (TENDER SECURITY AMOUNT)

- 11.1 The Earnest Money Deposit of the unsuccessful tenderers shall be returned after opening of the financial bid.
- 11.2 The Earnest Money Deposit will be refunded to the bidders without any interest whose offers have not been accepted. Earnest Money Deposit of the bidder whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.

Signature of Bidder

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Signature of Assistant Manager-Estate





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## 12. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

- 12.1 The successful tenderer will deposit 3 % of the tendered value as Performance security in the form of Demand pledged in favor of “Director, Indian Institute of Management,Udaipur, Rajasthan” from any Nationalized/Scheduled Bank within 10 days of the acceptance of the LoA. The performance security can be forfeited by order of the competent authority i.e. Director, Indian Institute of Management, Udaipur, Rajasthan.in the event of any breach of negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. Security deposit which shall be got extended to cover the defect liability period of 12 months after completion of the work. The EMD deposited at the time of tendering will be returned after submission of the Performance Guarantee.

## 3. SIGNING OF CONTRACT AGREEMENT

- 3.1 The successful tenderer shall enter into the contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement on a non-judicial stamp paper of Rs. 100/- to be obtained by the successful tenderer.
- 3.2 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful tenderer.

## 4. CONTRACTOR'S OBLIGATIONS

- 4.1 The Contractor shall provide services at Client's premises as per Scope of Work (Section 4) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 4.2 Contractor shall not engage any sub-contractor for the work assigned to him.
- 4.3 In the event of substandard performance or non-performance during the contract period, the client shall have the right to foreclose the contract and forfeit the Performance Guarantee/ Security Deposit.
- 4.4 The Agency/contractor has to make their own arrangement of machinery and T&P to undertake the work in mechanised manner.

## 5. VALIDITY OF CONTRACT

The contract, if awarded, shall be for 45 days from the date of award extendable by one more year subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the Competent Authority of the office of the Client.



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## 6. PAYMENTS

6.1 After selection of the successful bidder as contractor, the payment shall be made after submission computerised measurement of work and abstract of cost along with all require documents in full.

### 6.1 Payment terms re as follows:-

- (a) 70% payment will be made on purchase cost of material after submission of Tax invoice, Delivery Challans, Test Certificates, Invoice of Material, Guarantee/warranty, technical catalogue (if any) after initial inspection and delivery of material at site in good condition on pro-rata basis.
- (b) 20 % on completion of pro-rata installation.
- (c) 10 % on testing, commissioning, handing over.

6.2 All payments shall be made in Indian Currency by means of NEFT/ RTGS in the account of the Contractor.

6.3 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax, GST or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

6.4 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## 7. RIGHT TO INSPECTION

The Competent authority or his/ her subordinates shall have unabridged right to inspect and supervise the day-to-day activity of the contractor to ensure maintenance of high quality standards conformity to the Contract specifications.

## 8. COMPENSATION FOR DELAY

If the contractor fails to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay compensation amount as:-

Compensation for delay of work @ 1.5 % per month 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 of work.

## 9. TIME & EXTENSION OF DELAY

The time allowed for execution of the works as specified in the tender document or the extended time in accordance with these conditions shall be the essence of the contract.

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The execution of the works shall commence from the 7th day after issue of LoA or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, the Earnest Money & Performance Guarantee/ Security Deposit submitted by the contractor shall be forfeited.

#### **10. MATERIALS & MANDATORY TESTS**

The contractor shall, at his own expense, provide all materials, required for the works. The contractor shall, at his own expense and without delay, supply to the Estate Officer, samples of the materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The Estate Officer shall, within three days of supply of samples, intimate to the contractor, whether samples are approved him or not. If samples are not approved, the contractor shall, forth with arrange to supply fresh samples. When materials are required to be tested in accordance with specifications, approval of the Estate Officer shall be issued after the test results are received.

#### **11. CONTRACTOR'S LIABILITY**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kern fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within three months after a final certificate or otherwise of its completion shall have been given by the Estate Officer as aforesaid arising ut of defect or improper materials or workmanship the contractor shall upon receipt of notice in writing on that behalf make the same good at his own expense or in default the Estate Officer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of three months, after the issue of final certificate or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

#### **12. LABOUR SAFETY PROVISIONS**

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by Estate Officer In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers. Guidelines issued by MHA, MoHFW and/or Govt. of Rajasthan in context of COVID -19 must be strictly followed at work place (site) by the contractor at his own cost.



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### **13. WORKMENS COMPENSATION ACT**

The contractor shall at all times indemnify the Competent Authority against all claims for compensation under the provisions of Workmen Compensation Act or any other law in force, for workmen employed by the contractor in carrying out the contract and against all costs and expenses incurred by the organization therewith.

### **14. DEVIATIONS/VARIATIONS EXTENT & PRICING**

- 14.1 The client shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings 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 Estate Officer 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 within the deviation limit of 30% of the original quantities.
- 14.2 In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.
- 14.3 Payment of Extra/substitute items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.
- 14.4 In the case of contract items, which exceed the limit(s) of quantity (ies) laid down in schedule, the contractor shall be paid rates specified in the schedule of quantities.

### **15. ESCALATION/ PRICE VARIATION**

No claim on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. All Rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/ price variation clause shall be applicable on this contract.

### **16. EXECUTION OF WORK**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications.

The contract shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials,

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tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## 17. LAWS & ACTS

The following Laws/Acts will be applicable on the Contract:-

- (i) Contract Labour Act.
- (ii) Minimum Wages Act.
- (iii) Indian Contract Law.

## 18. RISK & COST

Non completion of work or willful abandoning the work or non fulfillment of any condition of contract shall render the contract liable for termination of his contract. Upon such termination the work shall be taken out of his hand and will be got executed at the risk and cost of the defaulting contractor. The extra cost incurred shall be recovered from the dues of the defaulting contractor or as per the legal course of action available with the department.

## 19. DISPUTES & ARBITRATIONS

Any dispute, difference or question with regard to any matter in connection with this contract, shall be referred to two arbitrators, one to be nominated by each party. In case of difference between the Arbitrators, the decision of the umpire appointed by the Arbitrators shall be final and binding on both the parties. The appointment of the arbitrators and the procedure to be followed shall be governed by Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The arbitrators or the Umpire may from time to time with the consent of the parties extend the time for making and publishing the Award. The arbitrators and Umpire shall be Engineers only. The Contractor shall continue to execute the work at site during the arbitration proceedings, and maintain the same pace of progress of work and required under the conditions of contract.

## 20. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

"Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;

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(iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) The date of commencement of the event of Force Majeure;
- (ii) The nature and extent of the event of Force Majeure;
- (iii) The estimated Force Majeure Period,
- (iv) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (v) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (vi) Any other relevant information concerning the Force Majeure and / or the rights and obligations of the Parties under the Contract.

## 21. CORRUPT & FRAUDULENT PRACTICES

Director requires that bidders under the resultant contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, the Director:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

- (i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
- (ii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants / Bidders (prior to or after bid submission) designed to establish bid prices as artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of contract, if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question will declare an Applicant/ Bidder ineligible, either indefinitely or for a stated period of time, for award a contract/ contracts, if it at any time it is found that the Applicant/ Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contact.



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## **Section-04**

### **SCOPE OF WORK** **(Special Terms and Conditions)**

1. The work shall be carried out as per CPWD specifications.
2. No T& P shall be issued by the institute to the agency.
3. The agency shall adhere to and should follow Safety Rules
4. Please note that time is the essence of the contract. The time allowed for carrying out the work is 45 days.
5. The agency has to follow all the safety measures, in case of any happening due to any carelessness in safety regulations, IIMU will not be held responsible. No claim whatsoever will be entertained in this regard.
6. Electricity and water shall be provided by the institute free of charge at one point for installation. However, the arrangement of suitable switchgear having required protection and required Electrical cable will be the responsibility of the contractor. Further extension if required shall be done by the agency.
7. Care shall be taken by the contractor during the execution of the work to avoid damage to the building. He shall be responsible for repairing such damages and restoring the same. He shall also remove all unwanted and waste materials arising out of the installation from the site of work from time to time.
8. The contractor shall dispatch materials to the site in consultation with the Estate Officer. Suitable lockable storage accommodation shall be made available free of charge temporary basis. However, watch and ward shall be the responsibility of the contractor. The program of dispatch of material shall be framed keeping in view the progress of work. Safe custody of all machinery and equipment supplied by the contractor shall be the responsibility of the contractor till final taking over by the department.
9. The final inspection and testing will be done by the Estate officer or his representative.
10. All equipment shall be guaranteed for a period of 12 (Twelve) months from the date of taking handover of the installation by the Estate Department.
12. The material shall be got approved by Estate Officer or his authorized representative before its use at the site. The agency shall remove rejected material from the site of work within three days of rejection, otherwise, it will be got removed by the institute itself and the expenditure incurred will be recovered from your bill. In this regard, no claim whatsoever will be entertained.
13. If the stipulated quantity of various items exceeds the BOQ quantities in this stipulated work up to three months of award of work, the agency will not be paid any variation in rates.
14. It will be the responsibility to submit computerized measurements & bills. Payment will be made after verification of measurement.
15. Rates agreed are inclusive of
  - Transportation, Loading-unloading and shifting at store and site.
  - Transit Insurance of material.
  - Scaffolding required up to three meters in height.
  - Testing and commissioning charges.
  - All the taxes, and duties i/c GST. GST will not be paid extra.

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16. The work shall be carried out in occupied buildings in the campus, therefore all care should be taken not to disturb the occupants.

19. Extra Items-Nothing extra shall be paid for minor variations in the layout, design, or specification. Any major alterations and changes certified by the Estate Officer/Design consultant will be treated as an extra item, the rate for which will be derived from the relevant contract rate.

20. The client may at any stage of work instruct the contractor to stop the work and obtain immediate clarification/further instructions from the Estate officer. Any work done subsequent to such an instruction, without clarification, if later found unacceptable, shall have to be redone/rectified, entirely at the risk and cost of the contractor.

21. Termination of Contract- Owner/Estate officer reserve the right to summarily terminate this contract either wholly or in part without payment or compensation to the contractor/vendor other than that to which the contractor/vendor may be entitled under the terms and conditions of this contract for work already executed by the contractor, if the contractor:

(a)Fails within Seven days' notice from the Owner/ Estate officer to proceed diligently with the commencement of the works to their satisfaction.

(b)Refuse, delay, or fails to rectify with similar notice, any defective workmanship and/or materials to the Owner's /Estate officer's satisfaction.

(c) Fails to complete and deliver up to the whole or any portion of the works, by the time or times specified or by such extended time or times as may be allowed by the Owner/Estate officer in writing.

(d) Fails to withdraw immediately at the Owner's /Estate officer's request any one or more of subcontractors, employees to whom the Owner /Estate officer objects or whose presence on the works contravene the conditions of this contract or may cause labor dispute in subcontractors or other trade and to replace such employees immediately by others against whom there is no such objection.

(e) Makes any agreement with his creditors, have a receiving order made against the sub-contractor, execute a bill of sale, or commit an act of bankruptcy or being a limited company, go into liquidation or have a receiver appointed or sublet the whole or part of this work without Owner's /Estate officer written prior approval.

(f) Fails within Three days' notice from the Owner/Estate officer to comply with any of the obligations of the sub-contractor herein contained.

(g) The Client reserves the right to recover from the contractor's dues, and cost of damages/losses incurred by the client due to such termination. The contractor/vendor shall not be entitled for any compensation of any kind if the contract is terminated on account of any of the reasons stated above.

22. The agency shall use all material out of the following makes only:-

(a) Air Handling Unit—Waves/Zeco/Edgetch

(b) UPVC Pipes for Drainage- Supreme / Precision /Mirage/Prince

(c) GI Sheets--Tata/Uttam/Jindal/SAIL

(d) Valves—Zoloto/Advance

**23. Before quoting the rates, bidder must visit the site i.e. Auditorium, Indian Institute of Management,Udaipur Rajasthan 313001**