



**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR
MAINTENANCE OF HVAC-VRF SYSTEM INSTALLED AT N-CLASSROOMS
AT INDIAN INSTITUTE OF MANAGEMENT BANGALORE CAMPUS,
BANNERGHATTA ROAD, BANGALORE**

TENDER DOCUMENT

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This Tender Document contains all the Pages duly read and accepted by Me/Us.

**INDIAN INSTITUTE OF MANAGEMENT BANGALORE
BANNERGHATTA ROAD, BANGALORE – 560 076**

28.07.2025

e-TENDER NOTICE

The tender aims to invite bids from the reputed and experienced OEM's, dealers and service providers for the Comprehensive Annual Maintenance Contract for Maintenance of HVAC-VRF (Variable Refrigerant Flow) System installed at N-Classrooms at Indian Institute of Management Bangalore. The contract will cover preventive and corrective maintenance to ensure optimal performance and longevity of the equipment.

E.M.D (Rs.)	Period of Contract	Online Issue of Bid Document	Last Date of Submission of Tender Document and Date of Opening of Technical bid	Date of Opening of Online Price Bid
1	2	3	4	6
Rs.32,000/-	One year Extendable to 2 nd and 3 rd year based on the performance of the contractor	28.07.2025 to 19.08.2025	Submission of Online Tender: 19.08.2025, 15.00 Hrs Opening of Online Tender (Technical Bid): 20.08.2025, 15.00 Hrs	Qualified bidders will be auto intimated by CPP Portal.
Pre-bid Meeting			Date: 11.08.2025 Time: 15.00 hours Venue: Estate Office	

Online Price Bid:

Note: The online price bids of the bidders qualified in Technical Bid will be opened.

I. INSTRUCTIONS TO BIDDERS:

I.1. The nature of the tender is Two Bid System i.e. Technical Bid and Price Bid. The rates are to be quoted only in the Online Closed Price Bid.

I.2. Who can apply: Original Equipment Manufacturers / Dealers of OEM's / Service Providers dealing in the Comprehensive Annual Maintenance Contract (CAMC) of HVAC-VRF Units are eligible to apply for this tender.

I.3. Bid Validity: 120 days from the date of opening of Online Price Bid.

I.4. Duration of Contract: ONE YEAR from the date specified in the Work Order, extendable to two more years based on the performance of the contractor.

I.5. Downloading of Tender Document:

The bidders may download the Tender Document (Technical Bid only) from any of the below mentioned websites during the period mentioned above.

(a) IIMB Website: www.iimb.ac.in/tender_notices

(b) CPP Portal: <https://eprocure.gov.in/eprocure/app>

I.6. Submission of Tender: Tender shall be submitted online only, in Central Public Procurement Portal (CPP Portal).

I.7. A) Notice Inviting Tender, any corrigenda / addenda issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders if any, form part of the Tender Document.

B) The bidder should check for any of the above uploaded in CPP Portal before submission of the Tender Document (Technical and Price bid). If the bidder submits the tender before the due date, he should be regularly checking the portal for any of the above uploaded, and he should download that document and submit the same with seal and sign on the document. If the revised price bid is uploaded, the bidder should download the Price Bid again, quote the rates referring to the revised price bid and upload the same again.

C) In case any bidder does not upload the revised price bid, the old price bid uploaded by him will not be considered and his tender gets rejected even though he is qualified in the Technical Bid.

I.8. If any bidder submits the tender without considering the corrigenda uploaded if any, or if any bidder does not submit the revised price bid, or if any bidder does not submit the additional supporting documents, the tender submitted by such bidder will be rejected summarily.

The bidder should regularly visit the portal for checking the same till the last date of submission of the tender and submit the tender (online) only after checking the corrigendum / any other additional information uploaded in the websites mentioned above.

If any bidder submits the tender before the due date and after his submission of tender, any corrigendum / addendum is uploaded which is directly or indirectly related to quoting in the price bid or submission of the supporting documents other than those prescribed in the tender, such bidder shall revoke the submitted price bid and resubmit the price bid with the revised rates if required and also submit the additional supporting documents.

I.9. Any information / clarifications required by the Bidder can be obtained from the Estate Section, IIMB during working hours on any working days till the date of submission of Tender Document OR at the time of pre-bid meeting.

I.10. PRE-BID MEETING:

I.10.A. Pre-Bid Meeting will be conducted before submission of the Tender. The bidders may send the clarifications to the email ids mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted at Estate Section, IIMB. In case of any changes in the mode of conducting the meeting, the intimation will be provided in the CPP Portal.

I.10.B. Minutes of the Pre-Bid Meeting will be uploaded on CPP Portal. Minutes of the Pre-Bid Meeting forms part of the Tender. The bidder must check for the minutes of the Pre-Bid Meeting before submission of the Tender.

I.10.C. The bidders should download the minutes of the Pre-Bid Meeting, sign on the same with seal and upload it along with the other documents while submitting the Tender.

I.11. Conditional tenders are liable for rejection.

I.12. Bid comparison or contract award decisions may result in the rejection of the bidder's Proposal.

I.13. ELIGIBILITY CRITERIA:

Intending Bidder who meets the following essential criteria can apply for the tender document. The bidder should produce the annual audited financial statements along with the Profit and Loss Account, Balance Sheets and Income Tax Returns for the previous three financial years.

I.13.A. Financial position: Average annual financial turnover for the last five financial years should be Rs.6,40,000/-. Documentary proof in support of the five-year financial status of the company shall be submitted.

If any bidder submits the proof for less than five years, the total of the same will be considered as the total of five years and the average will be calculated for five years.

Eg: If a bidder submits the documents for only four years as Rs. 1,00,000/- for each year, total will be Rs. 4,00,000/- and the average will be $(400000 / 5)$ Rs.80,000/-.

If such average amount is either equal to or more than the amount mentioned above, such bidder will be considered as qualified for this particular criterion.

I.13.B. The bidder must be an authorized service provider for Blue Star HVAC-VRF units or have a minimum of 5 years of experience in maintaining similar systems.

I.13.C. The bidder must have a well-trained team of technicians with expertise in HVAC-VRF technology.

I.13.D. The bidder should have completed at least 3 similar contracts in the last 5 years, one of which should be for Bluestar make. Work Orders and Completion Certificates should be submitted as proof of this.

I.13.E. The bidder should have 1 no. running contract of CAMC of HVAC-VRF with system 250 HP capacity. Work Order and periodical payment proof should be submitted.

I.13.F. The bidder should have a registered office with a well-established service facility based in Bangalore and should be operational for the last five years. Proof shall be submitted for the same.

I.14. EARNEST MONEY DEPOSIT:

I.14.A. The bidder shall submit the EMD through RTGS/NEFT to IIMB.

The bank details of IIMB for online transfer:

Bank Name	: HDFC Bank Ltd
Bank Street Address	: J.P. NAGAR BRANCH, BANGALORE
Branch Code	: 0133
IFSC CODE	: HDFC 0000133
Customer HDFC Bank a/c name	: Indian Institute of Management
Customer HDFC Bank a/c number	: 01331450000019

Note: The proof of payment including name of the bank, amount of EMD, date of transfer, UTR No. shall be submitted along with the Tender in CPP Portal (in the field provided for uploading the EMD details).

I.14.B. Exemption from paying the EMD:

Earnest Money Deposit is compulsory for all the bidders including State Government / Statutory Bodies / Enterprises / Undertakings etc.

Bidders may note the fact that their registrations with any authority including MSME/UDYAM/NSIC do not entitle them for exemption from payment of EMD.

I.14.C. NO INTEREST WILL BE PAID ON EMD DEPOSIT.

I.14.D. Any tender not accompanied by an Earnest Money Deposit and not secured in the payment mode as indicated above shall be rejected by the IIMB as non-responsive.

I.14.E. Forfeiture of EMD:

The Earnest Money Deposit shall be forfeited -

- a) If the bidder withdraws from the Tender after tender opening during the period of tender validity
- b) In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - i) submit the Bank Guarantee / FDR / TDR as a security deposit within 10 days of issue of work order or
 - ii) sign the Agreement within 15 days of issue of work order or
 - iii) commence the contract as per schedule or
 - iv) produce the required documents to IIMB mentioned in this document
- c) If the bidder, after quoting, withdraws from the tender or refuses/delays in commencing the contract before finalization of the tender, EMD shall be forfeited.

I.14.F. BANK DETAILS OF THE BIDDER:

The bidders are required to submit the bank details along with the Technical Bid. The bank details are required to be filled in and submitted in the company letterhead, duly attested by the authorised person of the company and the banker. The bank details should be accompanied by a cancelled cheque duly attested by the banker. **(The format of the Bidder Bank Detail Form has been given in this document).**

I.14.G. RETURN OF EMD:

Unsuccessful Bidders:

- (a) Bidders not qualified in the Technical Evaluation – EMD will be returned after approval of Technical Evaluation.
- (b) Bidders who are unsuccessful in e-bidding – EMD will be returned after the issue of Work Order to L1 Bidder.

Successful Bidder:

EMD will be returned to the L1 bidder on submission of the Bank Guarantee 5% of the value of contract, valid for the period of one year plus two months. **Please refer clause 'Security Deposit' in this document for details.**

I.15. NOTE: IIMB will not ask for any deposit other than EMD either before or after the tender submission/opening. In case of any calls or mail received from any person demanding the payment of any money, the same shall be brought to the notice of the tender inviting authority. The contact numbers and email ids are mentioned on the first page of this document.

Either successful or unsuccessful bidder whoever receives the call shall not make any payment to such person. IIMB shall not be responsible for such calls or payment made if any by the bidder.

I.16. SITE VISIT: Site Visit of the bidder is mandatory. The bidder shall visit the site before submitting the bid.

The bidder shall visit the site by obtaining permission from the Chief Manager (Infrastructure). The bidder shall obtain the SITE VISIT CERTIFICATE from IIMB after visiting the site. The bidder shall submit the copy of the Site Visit Certificate in CPP Portal while submitting the bid.

NOTE: If the bidder submits the tender without the site visit, such tender shall be summarily rejected.

I.17. SUBMISSION OF BIDS:

The bidders should upload the soft copies of the supporting documents online in CPP Portal (<https://eprocure.gov.in/eprocure/app>).

I.17.A. Submission of EMD:

The details of payment of EMD shall be uploaded in CPP Portal which are as below:

- (i) UTR Number of the payment transaction
- (ii) Bank Name, Date of transfer and amount of EMD paid

I.17.B. Submission of Tender:

The following documents shall be signed with seal and uploaded under the field 'Mandatory Documents'.

- Supporting documents – copies with seal and sign on every page
- Proformas – printed on Letterhead and seal and sign
- Copy of the Site Visit Certificate issued by IIMB

I.17.C. Note: If these documents are not submitted, the bidder cannot complete the process of submission in the portal and his tender will be automatically treated as non-responsive and rejected.

I.17.D. Note: If any discrepancy is found in the documents submitted / if all the required documents are not submitted / if the documents are submitted in any other format, the prescribed authority may either ask for the documents or reject the tender. The decision is at the discretion of the employer.

I.18. IIMB reserves the right to accept or reject any tender and reject all the tenders at any time, without assigning any reason or incurring any liability to the bidders.

I.19. OPENING OF BIDS:

The Technical Bids will be opened as under:

I.19.A. The Technical bids will be opened on the date and time mentioned in this document. Then the bids submitted will be evaluated for technical qualification.

I.19.B. The online Price Bids of the bidders who qualify in the Technical Bid will be opened.

I.20. REJECTION OF TENDERS:

I.20.A. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.

I.20.B. The bidders are cautioned that not giving complete information called for in the application or not giving it in clear terms or making any changes in prescribed forms or deliberately suppressing the information may result in the application being summarily disqualified / rejected.

I.21. The tenders submitted without furnishing the relevant information asked for, are summarily rejected.

I.22. Bidders shall not contact the Client on any matter relating to their bids from the time of opening of the Tender Document till the contract is awarded. If a bidder wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated. Any effort by the firm to influence the Client in the Technical Bid Evaluation, Price Bid Comparison or Contract Award Decisions may result in the rejection of the bidder's Proposal.

I.23. JVs/ Consortium / MOUs will not be considered for evaluation. Such bids will be rejected.

I.24. AWARD OF CONTRACT:

Average will be calculated on the amount quoted by the bidders for 3 years. The L1 bidder will be arrived at based on the lowest average amount excluding GST and he will be awarded the contract.

The successful bidder will be requested to sign the work order prepared based on the quoted amount for the first year, placed on him by the accepting officer.

If the average amount is same (tie) for more than one bidder, these bidders will be invited personally to IIMB, they will be issued the Price Bid (hard copy) and the bidders will be asked to submit the Price bid then and there only, in a closed cover, addressed to Chief Manager (Infrastructure), Indian Institute of Management Bangalore, Bangalore, superscribing on the same "Price Bid" and "Name of Work" and From Address within the scheduled time. These covers will be opened immediately in the presence of these bidders and the work will be awarded to the bidder whose average amount will be the lowest.

If, here also, the average amount calculated is the same for more than one bidder, the successful bidder will be arrived at based on the location of the bidder office (distance of the office from IIMB) in Bangalore and the work will be awarded to the bidder whose office located is nearer to IIMB.

I.25. The Director, IIMB, reserves the right to reject any or all the tenders without assigning any reasons and the Director's decision shall be final & binding on all the bidders.

I.26. Should a bidder find any discrepancies or omissions in any of the Tender Documents or should be in doubt as to their meanings, shall alone address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender, but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

I.27. Bidders shall not contact the Client on any matter relating to their bids from the time of opening of the Tender Document till the contract is awarded. If a bidder wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated. Any effort by the firm to influence the Client in the Technical Bid Evaluation, Price Bid Comparison or Contract Award Decisions may result in the rejection of the bidder's Proposal.

I.28. No interest will be paid on any deposits made by the bidder.

II. GENERAL CONDITIONS OF CONTRACT

II.1. IIMB / Institute / Employer means Indian Institute of Management Bangalore.

II.2. The expression "Bidder" shall mean the Contractor / Firm / Agency / Tenderer who submits the tender for the services and shall include the successors and permitted assigns of the Bidder.

II.3. The expression "Contractor" shall mean the Bidder selected by the owner for the execution of the subject contract.

II.4. CAMC means Comprehensive Annual Maintenance Contract.

II.5. "Contract" or "Tender" shall mean the entire content of this document viz.

1. Tender Notice
2. Acceptance by the Accepting Officer and Work order by Officer-in-Charge.
3. General Conditions of Contract, as per standard form.
4. Special Conditions of Contract
5. Equipment Details & Maintenance Schedule
6. Any correspondence that has taken place between IIMB and the bidder from the time of submission of the tender till the communication of the acceptance to the selected bidder (L1 bidder).
7. Letter communicating the acceptance of the selected Bidder to IIMB.
8. Agreement entered into between the contractor and IIMB.

II.6. Payment Terms:

After awarding the contract, the bidder shall submit invoice on quarterly basis along with work report of the repair and maintenance works carried out during the previous period before 25th of the month. IIMB shall pay such invoice within thirty (30) working days from the date of submission of the undisputed invoice to Accounts Section.

Any additional charges for spare parts or services beyond the scope shall be pre-approved and invoiced separately.

Documents to be submitted along with the Bill:

Quarterly Work Report containing the details of maintenance works carried out during the month.

II.7. Income Tax Deduction:

As per the prevailing terms, rate shall be deducted and remitted to the Income Tax authorities and Form 16 will be furnished by IIMB in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the bidder, failing which Income Tax at the maximum rate will be deducted.

II.8. Contract Termination:

II.8.A. Termination: If the Contractor fails to perform the duties to the satisfaction of IIMB, IIMB shall terminate the contract as a whole or a part thereof at the risk and cost of the Contractor, without prior notice of one month.

II.8.B. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of work order to proceed with the work, it shall be treated as failure on the part of the Contractor to discharge the Contractual obligations which may result in termination of the contract and forfeiture of the bank guarantee.

II.8.C. Termination by the contractor: If the contractor abruptly terminates the contract with or without prior notice to IIMB during the currency of the contract, the Performance Bank Guarantee submitted by the contractor will be encashed by IIMB.

II.8.D. Consequence of Termination: In the event of termination of this contract, the contractor shall submit the proof of all types of maintenance work done till the date of termination. The balance amount payable to the contractor will be settled on verification of the documentary proof submitted by the contractor.

II.8.E. In case any of the information furnished by the Bidder is found to be false or any adverse points come to light subsequent to the Agreement, IIMB, at its discretion, may choose to terminate the Contract, at any time. The decision of IIMB in this regard shall be final and binding.

II.8.F. Termination of Contract for Death:

Without prejudice to any of the rights or remedies under this contract, if the Bidder dies or attains legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Bidder. IIMB shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or their successors in interest.

II.8.G. Termination for Insolvency:

IIMB may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to IIMB.

II.8.H. Termination for Convenience:

IIMB, by written notice sent to the contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IIMB's convenience, the extent to which performance of the contractor under the Contract is terminated, and the date upon which such termination becomes effective.

II.9. Security Deposit:

II.9.A. The bidder shall furnish Performance Bank Guarantee (PBG) as Security Deposit at 5% (five percent) of the value of the Work Order.

II.9.B. The PBG should be issued by any Scheduled Bank.

II.9.C. The PBG should be valid for the period of one year plus two months.

II.9.D. The PBG should be submitted in ORIGINAL.

II.9.E. The original PBG will be returned to the bidder after completion of the validity period, after certification by the engineer in-charge.

II.9.F. In case the bidder stops the work abruptly, the security deposit submitted through Bank Guarantee will be forfeited.

II.9.G. If the contract is extended:

In case of extension of the contract for a further period of one year (second year), a separate Bank Guarantee at 5% (five percent) of the value of the work order issued for the second year shall be furnished by the contractor. And in case of extension of the contract for a further period of one year (third year), a separate Bank Guarantee at 5% (five percent) of the value of the work order issued for the third year shall be furnished by the contractor. The Bank Guarantee submitted for the first year will be returned to the contractor immediately after submission of the Bank Guarantee for the second year and the Bank Guarantee submitted for the second year will be returned on submission of Bank Guarantee for the third year.

II.10. Force Majeure:

II.10.A. No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lockouts at the venue, war, natural calamities, pandemics or epidemics, or any other cause beyond its control and without its fault or negligence.

II.10.B. The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement with a written notice to the other party without incurring any liability for breach of contract.

II.11. Under no circumstances will a Father and his Son(s) or other close relations who have business dealing with one another be allowed to participate in the Tender Document for the same contract as separate competitors. Breach of this condition will render the Tender Document of both parties liable for rejection.

II.12. The submission of Tender by a bidder implies that he has read this complete document and the conditions of the contract and has made himself aware of the scope and all the terms and conditions of the contract.

II.13. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold IIMB, including directions, agents, contractors and employees, harmless from and against any and all claims, demands, liabilities, obligations, penalties, fines, actions, causes of action, judgments, damages, losses, costs or expense (including reasonable attorney's fees) with respect to, or directly or indirectly arising out of, resulting from or related to (in whole or in part) the performance of the work (including, without limitation, all property damage, bodily injury, death and personal injury arising there from) Contractor further acknowledges and agrees that the foregoing obligation of Contractor shall extend to any claims, demands, liabilities, obligations, penalties, fines, actions, causes of action, judgments, damages, losses, costs or expense (including attorney's fees) related to any defects in or non-conformance of the work or caused by any employee of the contractor.

II.14. During currency of the Contract, it shall be the responsibility of the Bidder to safeguard all materials (tools, tackles, plant, equipment etc. either issued by IIMB or brought by the Bidder), against all losses, damages, on account of thefts, shortages, fire or any reasons whatsoever and IIMB shall not be responsible for loss, damages etc. as aforesaid. The Bidder shall solely be responsible for protecting and securing such property.

II.15. Any damage is caused to any equipment/or items available at the office premises due to negligence of the bidder, the amount so involved on this account shall be deducted from the payment due to bidder.

II.16. The bidder shall not allow any unauthorized person to operate the system.

II.17. Variation – Statutory Requirements:

Any variation in statutory requirements like Government levies, taxes etc. according to the laws and regulations of the Central Government or local Government Bodies will be compensated by the employer to the contractor during the currency of the contract.

II.18. Arbitration:

II.18.A. Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or the conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director. If the Director is unable or unwilling to act as the sole arbitrator, some other person will be appointed by the Director willing to act as such an arbitrator. The arbitrator to whom the matter is originally referred to being transferred or vacating his Office or being unable to act for any reason, such Director / aforesaid at the time of such transfer, vacation of Office or inability to act, shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

II.18.B. Subject to, as aforesaid, the provision of the Arbitration & Conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceedings under this Clause.

II.18.C. It is a term of the contract that the party involving in arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.

II.18.D. The arbitrator(s) may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

II.18.E. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Bidder shall be withheld on account of such proceedings.

II.18.F. The arbitration shall be deemed to have entered on the reference; on the date he issues notice to both parties / fixing the date of the first hearing.

II.18.G. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

II.18.H. The venue of arbitration shall be Bangalore only.

II.18.I. The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

II.18.J. The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

II.19.Applicable Law and Jurisdiction:

II.19.A. This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at India.

II.19.B. Any dispute arising out of or in connection with this agreement or that which may arise in future will be resolved by taking recourse to mutual settlement in the first instance, failing which the dispute will be subject to *Bangalore* jurisdiction only. The Estate Office is entitled to withhold payments due to the contractor in case of dispute till it is resolved.

II.20. Contract Agreement:

- a)** The Bidder shall submit the contract agreement on a stamp paper in a prescribed form duly signed within Fifteen days of issue of Work Order.
- b)** Agreement should be valid for one year plus two months, from the date of commencement of the contract period.
- c)** The contractor shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms, the contract shall be liable for cancellation immediately and EMD will be forfeited.
- d)** After the expiry of the agreement period, the service need not be continued taking as deemed extension of period.
- e)** In case of renewal of the contract for the 2nd and 3rd year, separate agreements shall be entered into with a validity period of one year plus two months.

II.21. Safety Procedures:

The Contractor shall incorporate in his operation the requirements of all the "Safety Codes" issued by the Bureau of Indian Standards, National Building Code and Regulations are duplicated by local Authorities, the more stringent regulations shall be deemed to apply. If the Contractor fails to take safety measures and provide facilities at the Site work to ensure safety of Works and injuries to workmen, the Client shall have the powers to do so and recover the cost thereof from the Contractor.

The Contractor shall provide safe means of access to all working places on the Site. All necessary personal safety equipment shall be kept available for the use of the persons employed on the Site maintained in a condition for immediate use. The Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on the site of works shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

All consequences, damages or losses arising by reason of any violation of the safety requirements shall be met by the Contractor. The Contractor shall be bound to pay compensation to the person/for the injuries sustained or death owing to neglect of the safety precautions, should any claim proceedings be filed against the Client. The Contractor hereby agrees to indemnify the Client against the same.

II.22. No sub-contracting of any work or part of the work would be allowed.

II.23. No escalation in rates due to any reasons, statutory or otherwise shall be allowed.

II.24. The Bidder shall not increase his rate in case IIMB has negotiated for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and if the negotiation for the reduction of rates has not been made by IIMB, the rates originally quoted will be binding on the Bidder.

III. SPECIAL CONDITIONS OF CONTRACT

III.1.The Contractor shall ensure safety and provide adequate supervision/precautions and shall ensure that the workmen engaged by him are professionally competent and have the required expertise to carry out the intended maintenance.

III.2.The workmen shall be deputed to the site for the maintenance according to the schedule mentioned by IIMB or on intimation.

III.3.The workmen shall be deputed to the site within 3 hours of lodging the complaint by IIMB.

III.4.The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer-in-Charge.

III.5.The workmen attending to the complaint should be well-behaved, polite & courteous. Any complaint against staff should be considered very seriously and such staff should not be deployed by the contractor during the period of contract.

III.6.The contractor shall make all safety arrangements required for the labour engaged by him at his own cost. All consequences due to negligence or due to the lapse of security/safety or otherwise shall remain with the contractor. IIMB will not be responsible for any mishap, injury, accident or death of the contractor's staff either while attending to the intended maintenance or otherwise during the period of contract. No claim in this regard shall be entertained/accepted by IIMB. Also, the Contractor shall be responsible for the damage caused to any man /material /property by his or his labour during execution of work and this should be rectified by the contractor at his own cost.

III.7.The system will be handed over on 'as is where is' condition. Bidders are suggested to visit the site before bidding.

III.8.A complaint logbook having a record of complaints / maintenance attended time-to-time by the agency after checking and verifying by the official nominated by the Engineer in-charge should be maintained and produced to the authorities as and when required.

III.9.The Vendor shall submit voucher/service report of the new materials/items replaced/serviced during CAMC, while submitting the Bills.

III.10. The contractor shall be fully responsible for the safety of their workers, stocks, furniture, fixtures, machines and equipment etc. IIMB will not be responsible/liable for any damages caused to the contractor by any way including theft & fire etc. and no such claim to compensate any such damages will be entertained by IIMB. The contractor shall be responsible for any loss/theft /pilferage or damage to the properties belonging to IIMB, caused by their employees/staff negligence and will pay/compensate to IIMB or allow the

amount of loss sustained by IIMB to be deducted from any such amount found due to the contractor. The responsibility for any such theft or loss or damages/ pilferage shall have to be decided on the finding of the inquiry committee, to be constituted for this purpose by the IIMB. If considered necessary, IIMB will also be free to take up the matter with the police for proper investigations/ action and recovery of loss due to such theft/ pilferage and damages etc.

III.11. All tools including specialized tools needed for the purpose shall be arranged by the Contractor and no extra payment on this account shall be made.

III.12. Penalty Clause:

- i) Not attending to fault / visit to site within 24 Hrs of complaint @ Rs. 1,000/- per day.
- ii) Faults viz. motors, gas filling etc. not rectified within 48 hours @ Rs 1,000/- per day.
- iii) The repairing / replacement of spare parts, repairing / replacement of cards (all types) (excluding compressor and condenser), if not done within 24 hours @ Rs. 1,000/- per day.
- iv) Any damage to the building or any part of the equipment which might result during the operation shall be repaired by the contractor.
- v) Any damage resulting to the system on account of negligence or malfunction shall be made good by the contractor. Nothing extra will be paid for such work.
- vi) The contractor shall arrange to render efficient service as outlined in this specification. However, in case the contractor fails to maintain the service to the satisfaction of the Engineer- in – charge of the department and any expenditure incurred therein for alternative arrangements by the Engineer-in-charge shall be recovered from the contractor.
- vii) At the time of acceptance of the tender, the contractor shall furnish the details of staff members along with contact details to IIMB who will look after maintenance work of air conditioners.

IV. SCOPE OF WORK

The comprehensive maintenance contract for maintenance of Bluestar make HVAC-VRF system shall include but not be limited to the following:

IV.1 Preventive Maintenance:

- Quarterly servicing of all HVAC-VRF units as per OEM guidelines with the total capacity of outdoor units mentioned in this contract, i.e. 279 HP capacity subject to vary.
- The workmen shall be arranged depending on the availability of the classrooms for the preventive maintenance irrespective of Sundays / Holidays. The classrooms will be continuously busy on all the six days of a week i.e. Monday to Saturday. Hence, the preventive maintenance is required to be carried out on Sundays / Holidays depending on the availability of the classrooms. The availability of the classrooms will be intimated by the engineer in-charge.
- Cleaning of indoor and outdoor units, filters, coils, and fans by wiping out the dust etc. with a wet cloth.
- Checking refrigerant gas levels and recharging if necessary.
- Inspection and tightening of electrical connections, motor bushing etc.
- Checking for abnormal vibrations and noise levels.
- Calibration of selector switches, relays, capillary, controllers and thermostats.
- Checking drainpipes and clearing blockages, if any.
- Lubrication of moving parts as required.
- Check the motor winding with the help of a megger and rewind if required.
- Checking and cleaning of blower and condenser fans.
- Cleaning of the cooling/evaporator and condenser coils with the help of vacuum/blower and water pressure.
- Straightening the coil fin by using the fin comb if required.
- Checking and tightening of nuts and bolts.
- Lubricating, greasing the motor and blower bearing.
- Checking the backup electrical power outlet/MCB, etc.
- Checking the drive motors and fans.
- Overhauling of the AC, with a chemical washing process (if required).

- Checking the cooling efficiency in terms of grill temperature, room temperature and current drawn.
- Checking the firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners.
- Replacement of any component of air conditioners (indoor and outdoor units, inlet and outlet pipes, electrical connections etc) if found defective after the above checks and tests.
- Charging of the Refrigerant gas during the period of contract if need arises, a maintenance schedule mutually agreed upon will be prepared before commencement of the CAMC.
- Condenser fins to be cleaned with Flushing water jet.
- Cleaning of Air Filters, indoor unit grills and filters through air blower.
- Checking and cleaning the drainpipe to avoid water leakage.
- Check the swing motor & flap
- Check the return air sensor & coil sensor
- Check the remote battery.

IV.2 Breakdown Maintenance:

- 24x7 emergency breakdown support with a response time of 3 hours of complaint lodged.
- Diagnosis and rectification of faults in the HVAC-VRF system.
- Repair/replacement of faulty parts (excluding consumables and major spare parts unless covered under contract terms).
- Gas leak detection and rectification.
- Replacement of worn-out insulation, piping, or electrical wiring if required.
- A record of the breakdown calls attended during the absence of the engineer-in charge shall be duly acknowledged by the person in charge of the location.
- This CAMC includes replacement of any defective spares like starting capacitors, running capacitors, relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, power contractors, control contractors, external time switch units provided for specific time running of AC's, PCBs, Thermostatic Expansion valves (TXV) , EXV, Fan leaves, Indoor and Outdoor PCB Units, Indoor Sensor and Outdoor Sensor, Rewinding of motors, providing ball bearing of motors, fan blades, electronic control circuitry, remote control units, drain motor, etc at contractor's cost including gas charging and complete repair and maintenance, attending to all complaints and breakdowns.

- Defective spare parts should be replaced with new parts. Repairing of the defective spare parts is not permitted.
- Defective compressors / condensers should be replaced with new compressors / condensers. Repairing of the defective compressors is not permitted. Whenever defective compressors / condensers are replaced by new ones, the contractor must produce the original invoice and warranty card of the new compressor/condenser at the discretion of IIMB. **The cost incurred towards the purchase of the new compressor will be separately paid as the replacement of compressors / condensers is not a part of the CAMC. However, the labour charges towards the replacement and gas filling is a part of the contract.**
- The compressor/condenser being replaced should match the original star rating of the air conditioner.
- **In case the system requires software access for modification and upgradation, the person deployed by the bidder should bring the system with the software.**

IV.3 Comprehensive Maintenance Services:

The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition, comprehensive maintenance services shall also include:

- Cleaning the condenser and evaporator coils with suitable detergent/ chemical solution and flushing with high pressure jet water
- Greasing of blower motors and all moving parts.
- Insulation work if needed.
- Regular maintenance, cleanliness & upkeep of all the equipment under CAMC and cleanliness of nearby area of equipment is in the scope of the contractor.
- The grills / diffusers of ductable HVAC-VRF should be cleaned on quarterly basis or as per requirement.

IV.4 Spare Parts and Consumables:

- The contractor shall maintain an adequate inventory of critical spare parts and consumables at IIMB site.

2.4 Performance Monitoring & Reporting:

- Submission of quarterly maintenance reports with service details.
- Logging and tracking of complaints with resolution time.
- Recommendations for system upgrades or improvements.

V. PRICE BID INSTRUCTIONS:

- V.1. Online Price Bids of the bidders qualified in the Technical Bid will be opened.
- V.2. Issue of online Price Bid: Price Bid document (Excel sheet) will be uploaded in CPP Portal.
- V.3. Downloading the online Price Bid: The bidders shall follow the instructions given under Clause "Instructions to Bidders" (Downloading the Tender Document) and under "e-Bidding Conditions".
- V.4. After opening the online price bids of all the qualified bidders, the average amount of the three years will be calculated.
- V.5. L1 bidder will be arrived at on the lowest average amount quoted for the three years.
- V.6. The bidder should quote the rates for three years separately (year 1, year 2 and year 3). Cells are provided differently for all three years. The bidder should quote the rates in these cells.
- V.7. If the bidder does not quote any rate / quotes Zero rate for any one or more items / leaves them blank (i.e. without quoting any rate), his tender will be summarily rejected.
- V.8. The bidder may ask for clarifications if any regarding the Price Bid, in the pre-bid meeting or through email or may ask for clarifications orally during the working hours on any working day till the last date of submission of online price bid.
- V.9. L1 will be arrived at considering the average amount quoted by the bidder including GST element.
- V.10. The bidder shall quote the rates after going through the scope of the CAMC thoroughly.
- V.11. Taxes & Duties:

The quoted rate shall include all State and Central taxes except GST on the transaction between the bidder and IIMB.

GST shall be paid to the Bidder as charged in the Bills raised by the bidder subject to proof of payment of GST to IIMB. The bidder shall obtain registration under the Goods and Services Tax Act and furnish the GST registration number. In case of failure to furnish the GST Registration document, the GST will not be reimbursed.

V.12. The bidder shall quote the rates in such a way that the **rate quoted for the second year should be either equal to or more than the rate quoted for the first year and rate quoted for the third year should be either equal to or more than the rate quoted for the second year. If the rate quoted for the second year is found to be less than that of the first year or rate quoted for the third year is found to be less than that of the second year, the tender shall be rejected.**

V.13. **Instructions on Tender Uploading on CPP Portal:**

E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://eprocure.gov.in/eprocure/app>. The submission of e-Bids will be only through the e-Tender portal <https://eprocure.gov.in/eprocure/app>. Bids will not be accepted in any other form.

The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal <https://eprocure.gov.in/eprocure/app>.

General Instructions to Bidders:

- 1) For participation in e-procurement all bidders need to enroll themselves on the CPP Portal (<https://eprocure.gov.in/eprocure/app>). Only enrolled/registered bidders with the said portal shall be allowed to participate in the e-tendering process.
- 2) Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/ register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.
- 3) Tenderers can access tender documents on the website (For searching in the NIC site <https://eprocure.gov.in/eprocure/app>, kindly go to Tender Search option, select tender type and select 'Indian Institute of Management Bangalore' in department type Thereafter, Click on "Search" button to view all IIM Bengaluru tenders). Select the appropriate tender and fill them with all relevant information and submit the necessary documents online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule.
- 4) The Bidders should have Java 8 update 231 version-32 bit for uploading the bid in the CPP Portal.
- 5) IIMB neither operates nor manages the CPP Portal where online bids are submitted and therefore will not be responsible for any technical issues related to bid submission (viz., being not being able to upload bid, blank/missing/part documents etc.). If the bid is incomplete on account of this, it will be treated as such and evaluated further. For any technical queries/issues related to online bid submission, Bidders must directly approach the support service of CPP Portal as per the details given on their website.

Bill of Quantity (BOQ)- Price bid:

Bidders should necessarily submit their price bid in the format provided and no other format is acceptable. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids. Bidders are required to download the BOQ file, open it and complete the Blue coloured (unprotected) cells with their respective financial quotes and other details (such as 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.

Submission of Online Bids:

- 1) Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>.
- 2) Bids received by Manual/ Offline bids /E-mail shall not be accepted under any circumstances.
- 3) The Bidder shall download the Tender Document directly from the website <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it in any manner. In case the same is found to be tampered/modified in any manner, such Tender/Bid will be summarily rejected and EMD would be forfeited.
- 4) The complete bidding process is online. Bidders should be in possession of a valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above.
- 5) Bidders are advised to go through "Bidder Manual Kit" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature Certificate (DSC) for submission of Bids.
- 6) IIMB shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

7) Due date for Submission of Bids:

- i) EMD must be paid through online transfer as per the bank details mentioned in this document within the due date of submission of bids.
- ii) **Bidders are advised to upload, submit and freeze their E-bids** within the due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- iii) IIMB may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of IIMB and Bidders previously subject to the deadline will thereafter be subject to the due date as extended.

8) Late Submission of EMD:

- i) Any EMD received by the IIMB after the due date for submission of bids prescribed by the IIMB is liable to be rejected.
- ii) Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

9) Withdrawal, Substitution and Modification of Bids:

i) The bidder may withdraw or resubmit the modified bid his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal. For this, the bidder shall go to 'My Active Bids' and either withdraw or resubmit the modified bid.

10) Opening of E-Bids:

i) The E-bids shall be opened online by authorized officials of IIMB as per schedule given in the Tender Notice. In the case of two bid tender, the Price bid of only those bidders who qualified in technical evaluation, shall be opened.

ii) In the event of the specified date of Bid opening being declared a holiday for IIMB, the Bids shall be opened at the appointed time on the next working day. In two bid system, the price bid shall be opened only after technical evaluation. No separate intimation shall be sent to the bidders in this regard.

iii) Since E-bid is an online process, the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this shall not be tantamount to the process delay and IIMB shall not be responsible for the same.

iv) On opening of technical bids online, accepting the bid will not mean that the firm is technically or financially qualified.

v) Bids will be opened online on the specified date and time. There is no need to visit IIMB premises to attend bid opening. If the bids cannot be opened on the due date and time due to any technical or administrative issues (network/connectivity issues, holidays, office closure etc.) the bids will be opened as soon as the issue is resolved or next working day as the case may be. Bids submitted online on CPP portal are safe, secure, and confidential and can be seen only after opening following the due process.

ANNEXURE 1**PRICE BID FORMAT – PART A**

SI No	Description	Unit	Nos	Rate /HP/ Month (Rs.)	Amount (Rs.)
A	B	C	D	E	F
	Comprehensive Annual Maintenance Contract for Maintenance of HVAC-VRF System installed at N-Classrooms at IIMB				
1	First Year – 2025-26	Months	12		
2	Second Year – 2026-27	Months	12		
3	Third Year – 2027-28	Months	12		
	Total excluding GST				

Note: Income Tax will be deducted at 2% (two percent) at source from each bill submitted by the bidder.

Instructions regarding Price Bid:

1. The Price Bid given in this document is only the format to guide the bidders how the L1 is arrived at.

2. The Price Bid is for three years 2025-26, 2026-27 and 2027-28.

3. The rate quoted for the second year should be either equal to or more than the rate quoted for the first year and rate quoted for the third year should be either equal to or more than the rate quoted for the second year. If the rate quoted for the second year is found to be less than that of the first year or rate quoted for the third year is found to be less than that of the second year, the tender shall be rejected.

4. NOTE: There may be changes in the Price Bid which is completely at the discretion of IIMB and the same will be done before issue of Online Price Bid.

5. NOTE: The bidder should quote the rates for all the three years. If the bidder quotes zero rate or leaves any cell blank, such tender will be rejected.

ANNEXURE 2

AC installation details at N - class room block.				
Sl. No.	Model	Description	Product Serial No.	Capacity in HP
1	DVRF-21TC	Outdoor Unit - Cooling only - 21 / HP	13F00296	21
2	DVRF-21TC	Outdoor Unit - Cooling only - 21 / HP	13F00309	21
3	DVRF-14TC	Outdoor Unit - Cooling only - 14 / HP	13F00091	14
4	DVRF-18TC	Outdoor Unit - Cooling only - 18 / HP	13F00141	18
5	DVRF-21TC	Outdoor Unit - Cooling only - 21 / HP	13F00305	21
6	DVRF-21TC	Outdoor Unit - Cooling only - 21 / HP	13F00316	21
7	DVRF-14TC	Outdoor Unit - Cooling only - 14 / HP	13F00098	14
8	DVRF-18TC	Outdoor Unit - Cooling only - 18 / HP	13F00159	18
9	DVRF-14TC	Outdoor Unit - Cooling only - 14 / HP	14F00034	14
10	DVRF-14TC	Outdoor Unit - Cooling only - 14 / HP	13F00086	14
11	DVRF-18TC	Outdoor Unit - Cooling only - 18 / HP	13F00154	18
12	DVRF-18TC	Outdoor Unit - Cooling only - 18 / HP	13F00147	18
13	DVRF-14TC	Outdoor Unit - Cooling only - 14 / HP	13F00095	14
14	DVRF-14TC	Outdoor Unit - Cooling only - 14 / HP	13F00099	14
15	DVRF-18TC	Outdoor Unit - Cooling only - 18 / HP	13F00149	18
16	DVRF-21TC	Outdoor Unit - Cooling only - 21 / HP	15F00125	21
		Total capacity in HP		279

PROFORMA – A
UNDERTAKING LETTER

(Please submit this declaration letter in your office letterhead with date)

To

Chief Manager (Infrastructure)
Indian Institute of Management Bangalore
Estate Section
Bannerghatta Road
Bangalore - 560 076

Sub:

Dear Sir,

This has reference to your above Notice inviting the tender (NIT) published in your IIMB website.

I/We hereby state that we M/s _____ have read and understood the complete tender document and submitted the necessary supporting documents, EMD and proformas duly filling in the appropriate places without making any alterations, corrections, omissions in the tender issued by the IIMB.

I/We also hereby declare that I/We shall submit the complete Tender Document, Technical Specifications Document and scope of work with seal and sign on every page in the case of my being successful in the tender, within the time specified either in the tender or by the engineer-in charge along with other necessary documents.

Signature & Name of the Bidder

PROFORMA – B

BIDDER BANK DETAIL FORM

(To be submitted on the company letterhead with date)

The Indian Institute of Management Bangalore
Bannerghatta Road
Bangalore – 560 076

Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the details furnished below:

Sl.No.	Particulars	Particulars
1	Name of the Agency/Organization	
2	Complete Address	
3	Name of the Contact Person	
4	Contact Numbers E-mail id	
5	Savings /current account number	
6	Name of the Bank	
7	Name of the branch with complete address	
8	IFSC Code	
9	PAN Number	

I / We hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold IIMB responsible.

Please find enclosed a cancelled cheque for your reference.

Authorised Signatory:

Name:

Designation:

Date:

PROFORMA – C

AGREEMENT WITH THE BIDDER

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF THE VALUE OF Rs. _____
WITHIN 15 DAYS OF ISSUE OF WORK ORDER)

AGREEMENT

Articles of Agreement for "<**NAME OF WORK**>" at the Indian Institute of Management Bangalore" ("Agreement") is executed on the <Insert Present date> day of _____ Two Thousand And _____,

Between

Indian Institute of Management Bangalore ("IIMB"), an Institute of National Importance declared under the Indian Institutes of Management Act, 2017 having its registered office at Bilekahalli, Bannerghatta Road, Bangalore- 560076, represented through its Director (hereinafter called "IIMB", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the One Part;

And

_____, an organization duly incorporated under the applicable laws of India and having its office _____, represented by its Proprietor _____ hereinafter called the "Contractor" (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the Other Part.

IIMB, and the Contractor shall be individually referred to as "**Party**" and jointly referred to as "**Parties**".

Whereas

- IIMB has, through the Tender dated _____ invited reputed bidders for executing the works in connection with "_____ " at the Indian Institute of Management Bangalore".
- The Contractor, being the successful bidder has been issued the Work Order dated _____ bearing number _____.
- IIMB and the Contractor agree to bind themselves on the terms and conditions hereinafter mutually agreed to.

Hence this Agreement is now made and entered into and both the Parties agree as follows:

- 1) **Scope of Work:** The Scope of Work shall be as per the stipulations contained in the Work Order bearing number _____ dated _____, and the terms contained in the Tender documents on "_____ " at the Indian Institute of Management Bangalore" dated _____. The approximate value of the project, as per the Work Order is Rs. _____ (Rupees _____ Only) exclusive of applicable Service tax.

2) Term:

- (a) The contract shall be effective from _____ and valid for Twelve (12) Calendar months i.e., up to _____ and further can be extended based on the satisfactory performance of the Contractor and mutual agreement of the Parties as per the terms of the original tender dated _____ in connection with "_____".
- (b) This agreement shall be valid till _____.
- (c) In case of extension of contract for the second year, separate agreement will have to be entered into for the second year and in case of extension of contract for the third year, separate agreement will have to be entered into for the third year.
- (d) The contractor shall strictly comply with the terms and conditions of the contract. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately and EMD will be forfeited.

3) Payment Terms:

After awarding the contract, the bidder shall submit invoice on quarterly basis along with work report of the repair and maintenance works carried out during the previous period before 25th of the month. IIMB shall pay such invoice within thirty (30) working days from the date of submission of the undisputed invoice to Accounts Section.

Documents to be submitted along with the Bill:

Quarterly Work Report containing the details of maintenance works carried out during the month.

4) Security Deposit:

- a. The bidder has furnished the Performance Bank Guarantee (PBG) @ Rs. _____ bearing No. _____ dated _____ valid till _____ as Security Deposit.
- b. The PBG should be issued by any Scheduled Bank.
- c. **The PBG should be valid for the period of one year plus two months.**
- d. The PBG should be submitted in ORIGINAL.
- e. The original PBG will be returned to the bidder after completion of the validity period, after certification by the engineer in-charge.
- f. **In case the bidder stops the work abruptly, the security deposit submitted through Bank Guarantee will be forfeited.**
- g. **If the contract is extended:**

In case of extension of the contract for a further period of one year (second year), a separate Bank Guarantee at 5% (five percent) of the value of the work order issued for the second year shall be furnished by the contractor. And in case of extension of the contract for a further period of one year (third year), a separate Bank Guarantee at 5% (five percent) of the value of the work order issued for the third year shall be furnished by

the contractor. The Bank Guarantee submitted for the first year will be returned to the contractor immediately after submission of the Bank Guarantee for the second year and the Bank Guarantee submitted for the second year will be returned on submission of Bank Guarantee for the third year.

5) Obligations of Contractor:

- a. The Contractor shall take all appropriate and reasonable efforts to complete the work at IIMB to the satisfaction of IIMB in a timely and effective manner.
- b. The Contractor shall comply with all the Terms of this Agreement.
- c. The Contractor shall be responsible for complying with all the applicable Laws and IIMB shall not be held liable for any default of the Contractor in this regard.

6) Indemnity: The Contractor shall be responsible for any accident and all compensation payable to anybody including labour employed by or out of the Agreement or arising out of and in the course of execution of this Agreement. IIMB shall not be responsible or liable for making any payment whatsoever, which is to be made by the Contractor. If for any reason IIMB is made liable to pay compensation for any accident arising out of and in the course of execution of this Agreement, the Contractor shall indemnify IIMB to the fullest extent of compensation awarded or ordered by any Authority.

In the event of the non-fulfilment in any respect of the said covenant's, terms, obligations and conditions on the part of the Contractor, the Contractor shall pay IIMB, all losses, damages, costs, charges and expenses, including legal expenses as IIMB may be directly or indirectly put to in consequence of such non-fulfilment by the Contractor.

7) Confidentiality: Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Agreement and all or any Confidential Information belonging to the other like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Agreement, except to the extent that is already in public knowledge/domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Agreement and thereafter for a period of five years from the date of termination for whatever reason.

8) Termination: If the work is not carried out as prescribed in the Work Order, IIMB has the authority to terminate the Agreement/Contract as a whole at the risk and cost of the Contractor, with the prior notice of one month.

The Institute will be entitled to terminate the contract forthwith in the event of the contractor committing breach of any of the terms and conditions stipulated in this schedule and the decision of the Chief Administrative Officer is final and binding on the contractor.

9) Miscellaneous:

a) **Relationship of Parties:** Nothing contained in this Agreement shall be construed as creating a partnership between the Parties or as deeming either Party as an agent or representative of or employee of the other. Neither Party may act as the agent of the other Party or incur any liability on behalf of the other Party.

b) **Assignment:** This Agreement shall not be assigned, sublicensed, sold, mortgaged, sub-contracted, or pledged to any other third person by the Contractor without the prior written consent of IIMB.

c) **Publicity:** Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this Agreement. However, all press releases or other public announcements relating to this Agreement must be approved in advance and in writing, in each instance, by both the Parties.

d) **Notice:** All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery consideration receipt and followed by physical copy mailed as set forth above.

e) **Severability:** If any provision of the Agreement is or becomes invalid or impracticable in whole or part, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provisions shall be replaced by valid provisions that come closest to the economic intention pursued by the Parties.

f) **Amendments:** This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.

g) **Force Majeure:** No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lock-outs at the venue, war, natural calamities or any other cause beyond its control and without its fault or negligence.

The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.

h) **Entire Agreement:** The terms and conditions contained in the following documents are deemed to form part of this Agreement, namely, the Tender document including the Notice Inviting Tender, General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and prices, and the Drawings mentioned in the Specifications. The letter of Acceptance, Work Order and all the communication between the Parties will also form part of this Agreement.

In Witness Whereof the said parties hereto have hereunto set their hands.

For IIMB

Witnesses:

1.

2.

For Contractor

Witnesses:

1.

2.

PROFORMA - D

LITIGATION DETAILS (COURT CASES/ARBITRATION)

(To be submitted on company letterhead with date)

Year Name of the work

Name of the Client, with Address

Title of the court Case/Arbitration

Detail of the Court/ Arbitrator

Status Pending/ Decided

Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration

Actual Awarded Amount (Rs) in decided Court Cases/Arbitration

Signature and seal of Authorized Signatory of bidder

PROFORMA – E

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

(To be submitted on the company letterhead with date)

I / We hereby declare that the bidder / bidder namely M/s **(name of the bidder)** has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the courts.

OR

I / We **(name of the bidder)** hereby declare that the bidder / bidder namely M/s **(name of the bidder of the bidder)** was blacklisted or debarred by Union / State Government or any organization from taking part in Government tenders for a period of years w.e.f. To The period has been completed on and now the bidder / bidder is entitled to take part in Government tenders.

In case the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by the Institute and the EMD submitted by the bidder will be forfeited.

In addition to the above, Institute will not be responsible to pay the bills for any completed / partially completed work.

Seal and Signature of the Bidder

PROFORMA F

BIDDER CREATION TEMPLATE

(To Be Submitted On The Company Letterhead)

Bidder Name	
PAN number	
GSTIN	
TAN Number	
Address	
Email Id	
Phone number	
Bank Name	
Branch Name	
Benefeciary Name	
Bank Account Number	
IFSC Code	
Organisation Type (whether Individual, corporation etc)	
Applicability of E-Invoicing (Yes/No)- (If No, please fill Proforma G)	

(The rows and columns can be adjusted by the bidder according to the length of the information).

PROFORMA G

Declaration On Non-Applicability Of E-Invoicing Provisions Under GST

(ON THE LETTERHEAD OF THE BIDDEER)

Date:

The Chief Finance Officer
Indian Institute of Management Bangalore
Bannerghatta Road
Bangalore – 560076
GSTIN: 29AAAAI0405N1ZQ
PAN: AAAAI0405N

Sub : Declaration on non-applicability of e-invoicing provisions under GST

We, (name of the bidder), with PAN, having our registered office at....., hereby declare that our aggregate turnover as per Goods and Services Tax (GST) law in India is less than INR 10 crores and we are not required to comply with the e-invoicing provisions under GST for generation a Unique Invoice Registration Number (IRN) and QR code.

Further, we also undertake that if the aggregate turnover of M/s. (name of the bidder), exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue documents in compliance with the GST provisions.

This statement is true and correct and we agree to compensate you for any demand, credit reversal, denial of refund, loss, interest or penalty imposed due to any incorrect declaration or non-compliance by us.

Thanking you,

Yours faithfully,
For (Bidder Name)

(Signature)

Name of the Authorized signatory
Designation
Contact no.:
e-mail ID:

PROFORMA – H

DECLARATION LETTER

(To be submitted on the company letterhead with date)

To

Chief Manager (Infrastructure)
Indian Institute of Management Bangalore
Estate & Maintenance Section
Bannerghatta Road,
Bangalore - 560 076

Work:

Dear Sir,

Please find herewith enclosed the Technical Bid document comprising of Terms & conditions, General & Special Conditions, Drawing and Technical Specifications relating to the works specified in the Technical Bid Document hereinafter set out and having acquired the requisite information relating thereto as affecting the Tender Document, I / We hereby offer to execute the works specified in the said document with the amount mentioned at Price Bid portion of Tender Document and in accordance in all respects with the conditions, specifications, & instructions in writing referred to in conditions of the contract, articles of agreement, and in all other respects in accordance with such conditions so far as they may be applicable.

The document being read and understood all the contents of the Tender Document do hereby accept all the Terms and conditions laid down in the said Tender document and will abide by the same on acceptance and award of contract.

Yours Faithfully,

***FOR M/s*_____**