### **INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR**



# TENDER DOCUMENT

IIMKASHIPUR/Works Deptt/NIT/18/2025-26 dated - 31.10.2025 Last date: - 21.11.2025 Time:- Up to 4:00 PM

Name of Work: -

NIT for "Refilling of Refrigerant Gas (R-134a) in 300 TR Magnetic chiller".

### **NOTICE INVITING TENDER**



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### <u>INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING</u>

The **IIM Kashipur** invites bids from approved and eligible contractors of CPWD/PWD in an appropriate class of **Specialized E&M Services** or PSU or Autonomous Institute etc. for the following work:

NIT No	IIMKASHIPUR/Works Deptt/NIT/18/2025-26 dated - 31.10.2025.	
Name of Work  Refilling chiller		of Refrigerant Gas (R-134a) in 300 TR Magnetic
Location	Kundeshw	ari Road, IIM Kashipur (UK).
Estimated cost put to bid	₹ 4, 75, 950/-	
Earnest Money	₹ 20, 000/-	<mark>/-</mark>
Stipulated Period of Completion of work	3 Months	
Last date of submission of bid and other documents as specified in the bid document.		0 Hrs on 21st November 2025
Time and date of opening of Bid	16:30 Hrs on 21st November 2025	
Bids/queries to be addressed to		STORE AND PURCHASE OFFICER
Postal address for sending the Bids		STORE AND PURCHASE OFFICER INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: www.iimkashipur.ac.in
Name/Designation of the contact personnel		STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel		91-7088270882,7900444090 / 321

e-mail id	s of contact	personnel
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### purchase@iimkashipur.ac.in

- 1. Bids in sealed cover are invited under a single bid system from reputed, experienced, and financially sound parties. Please superscribe the outer cover of the sealed bid as "Tender for Refilling of Refrigerant Gas (R-134a) in 300 TR Magnetic chiller installed in HVAC Plant, at IIM Kashipur".
- 2. The Financial bids of only eligible and technically qualified bidders will be taken into account after the same has been ascertained by evaluation of the Bids by the Tender Opening Committee. Considering the urgency of the work, no requests for extending the deadline shall be considered.
- 3. <u>Cost of Bid Document/ Tender Fee:</u> NIL
- 4. <u>Issue of Tender</u>: The tender document can be downloaded from the Institute website www.iimkashipur.ac.in or eprocure.gov.in. Please keep visiting our website for any corrigendum/ amendments and submit the bid document accordingly.
- 5. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box placed at the Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
- 6. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.
- 7. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to the non-presence of your representative.
- 8. <u>Forwarding of Bids</u> Bids should be forwarded by Bidders in a sealed envelope duly superscribed as stipulated above and this should contain a copy of the NIT document duly signed and stamped on each page along with Annexure-I of the NIT supported by demand drafts (EMD) and all the documentary proofs to establish eligibility and their potential of professional readiness for the work services.
- 9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur before the deadline prescribed for submission of bids. A withdrawal notice should be on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in the bidder's forfeiture of bid security. Submission of bid means that the bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.
- 10. **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.
- 11. Validity of Bids: The Bids should remain valid till 90 days from the last date of submission of

the Bids.

- 12. Earnest Money Deposit (EMD): Bidders are required to submit (EMD) of amount Rs. 20, 000/-/- (Rupees One Lac Seventy Thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business payable in favor of "Indian Institute of Management, Kashipur " payable at Kashipur. EMD is to remain valid for forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after the expiry of the final bid validity and latest on or before the 90<sup>th</sup> day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of the Performance Guarantee from them as called for in the contract. The EMD will be forfeited if the bidder withdraws, or amends impairs or derogates from the tender in any respect within the validity period of their tender.
- a. <u>Security Deposit</u>: The Bidder will be required to furnish a Security Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 2.5% of the contract value within 30 days of receipt of the confirmed order. EMD shall be released after receiving a Security deposit from the successful bidder. Or will be deducted from bills.
- 13. The Security Deposit shall be released after the completion of the defect liability period to this Contract based on the "Completion Certificate" issued by IIM KASHIPUR stating that the Bidder has completed the work in all respects, satisfactorily.
- 14. <u>Payment Terms</u> Payments will be made through ECS/ NEFT/RTGS after submission of the inksigned bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payment, the bidder shall furnish a "No Claim Certificate" to IIM Kashipur.
- 15. The bidder should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications, etc., contained in the bid document carefully, before quoting the rates.
- 16. General Conditions of Contracts CPWD-2023 (GCC CPWD-2023) for Maintenance Works (Amended up to date) published by D.G. CPWD, Nirman Bhawan, New Delhi-110011 shall be the (form) part of the Agreement.
- 17. The bidder shall quote his rates for the specifications, terms & conditions, additional and special conditions etc. and nothing extra shall be payable.
- 18. The contractors are advised to visit the site of work to have an idea of the execution of the work; failure to do so will not absolve their responsibility to do the work as specified.
- 19. The rates quoted by the contractor should be based on on-site inspection. No extra cost is allowed in the said job in case of variations.
- 20. The contractor shall follow standard operating procedures and guidelines for covid-19 outbreak as applicable at the time of work and nothing extra shall be payable on this account.
- 21. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 22. The bid document consisting of the schedule of quantities to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the website <a href="http://www.iimkashipur.ac.in">http://www.iimkashipur.ac.in</a> free of cost. But the bid can only be submitted after submitting **Declaration on EMD in the given format. (Form-G)** and other

documents as specified.

- 23. Contractor to Print and submit the documents with Bid.
- 24. Contractor must ensure to quote a rate. The column is meant for quoting rate in figures and the moment rate is entered.

However, if a tenderer quotes nil rates against item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/subheading percentage rate tender, the tender shall be treated as invalid and will not be considered as a lowest tenderer.

### List of Documents to be within the period of bid submission:

- i. Copy of Declaration on EMD in the given format. (Form-G)
- ii. Enlistment order of the contractors of CPWD/PWD in an appropriate class of Specialized E&M Services or working in any central Govt. or State Govt. department or PSU or Autonomous Institute etc.

OR

Work Completion certificates

iii. GST registration certificate if already obtained by the bidder.

"If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of the award letter or before the release of any Payment by IIM Kashipur, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by IIM or GST department in this regard".

#### 25. ELIGIBILITY CRITERIA

The firm participating in the bid submission should satisfy the following criteria

1. Enlistment order of the contractors of CPWD/PWD in an appropriate class of Specialized E&M Services or working in any central Govt. or State Govt. department or PSU or Autonomous Institute etc.

OR

The Bidder shall have satisfactorily completed following works (any one option out of three options given hereunder:-

### **Options Eligibility Criteria: -**

- Option-1 Three similar works each of value not less than 40% of the₹ 4, 75, 950/- with capacity of individual Chiller being 80% of individual capacity (rounded off to next available higher capacity) of the equipment i.e. Chiller proposed in NIT.
- Option-2 Two similar works each of value not less than 60% of the₹ 4, 75, 950/-with capacity of individual Chiller being 80% of individual capacity (rounded off to next available higher capacity) of the equipment proposed in NIT.
- Option-3 One similar work of value not less than 80% of the₹ 4, 75, 950/- with capacity of individual Chiller being 80% of individual capacity (rounded off to next available higher capacity) of the equipment proposed in NIT.

- 2. Similar work shall mean Repairing/ Maintenance/ Servicing of Chiller having capacity 200 TR or above in State/Central Govt./Autonomous/ PSU/ reputed Private organization" executed in India.
- 3. Deleted
- 4. Deleted. (Refer Form 2)
- 5. Bidder should not be blacklisted by any State/Central Govt. Department or PSU or Autonomous bodies. The Bidder must submit a duly notarized affidavit to this effect. Applications received without this declaration in original shall stand automatically rejected.
- *6. Clause is Deleted.*
- 7. Clause is Deleted.
- 8. Joint Ventures and consortium are not allowed to bid.
- 9. Clause is deleted.
- 10. Clause is deleted.

### **Essential Submissions and Information**

- i. The bidder shall provide copies of work orders as documentary proof for having executed similar works. However, decision with regard to eligibility of the Bidder will be taken by the Institute, only after necessary documents provided by the Bidder have been examined.
- ii. The Bidder's performance for the work completed in the last seven years on the basis of which it qualifies, shall be provided by the bidder from its customer.
- iii. Clause is deleted.
- iv Clause is deleted
- v. Clause is deleted.
- vi. The Bidder will be required to give an **undertaking** that it would comply with all statutory laws and compliances, including those applicable to the subcontractors appointed by him and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever.
- vii. Clause is deleted.
- viii. Clause is deleted.
- ix. Clause is deleted.

### Evaluation Criteria For Technical Qualification

For the purpose of qualification, Bidders will be evaluated in the following manner:

i. The initial criteria prescribed above in respect of experience of similar works completed, financial turn over, etc. will first be scrutinized together with essential submissions and information and the Bidder's eligibility for technical qualification for the work shall be determined. Only those Bidders who meet the eligibility criteria, above shall qualify and all other bids shall automatically stand disqualified.

### Evaluation Criteria For Financial Bids

- i. Financial bids of the technically qualified bidders shall only be considered.
- ii. The work shall be awarded on total package basis to L-1 bidder only.

### **Submission of Bid**

Each bidder is requested to submit only one bid in the following three Envelopes.

### i. Envelope –I (Technical Bid and Financial Bid)

- (b) Bid processing fee.
- (c) Earnest Money Deposit (EMD)
- (d) Technical qualification documents with filled-in forms in **original with its one copy.**
- (e) Complete tender document with un-priced bill of quantity, corrigendum, addendum, reply to bidder's queries (if any), duly signed and stamped by the bidder showing its acceptability towards it.
- (f) Declaration in line with point no. 1 and 4 shown above
- (g) Containing Bill of quantity with duly quoted rates for each item in **one original with its one copy.** It should be without any condition as conditional offers will be summarily rejected. Rates provided in hard copy duly signed and stamped shall prevail over rates provided in soft copy.

### ii. Envelope

- 1. Containing envelope no. 1. In case Envelope –I is not annexed or documents submitted in it is not found in proper form, the Bid shall not be evaluated.

- 4. entertained. All the applications received upto ....... will be opened on the same day at ...... in presence of bidder's authorised representative (maximum 2 nos. per bidder) whoever intends to attend.
- 5. Bids submitted in connection with notice will be treated confidential and will not be return under any circumstances.

Signature of the Executive	Engineer,
For and on behalf of the IIM	Kashipur

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- 1. The bids for the work shall remain open for acceptance for a period of **Ninety (90) days** from the date of opening of bids further.
- (i) If any tenderer withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department, after the last date of submission of bid, then the IIM Kashipur shall, without prejudice to any other right or remedy, be at liberty to suspend tenderer for one year and shall not be eligible to bid for IIM Kashipur tenders from date of issue of the suspension order.



### **Brief Scope of work**

### Refilling of Refrigerant Gas (R-134a) in 300 TR Magnetic chiller.

### **Detail of Equipment**

Sr. No.	Description	Make	Model No.	Qty
1.	Centrifugal Chiller 300 TR YMC2 Model	York	YMC2-S1055AAAS	1 Nos.

### SCOPE OF WORK

The Scope of work as mentioned below are the minimum expected from the firm / agency / contractor apart maintenance manuals of respective equipment and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Performa for recording the following minimum work schedule / parameters and show to NIT to ensure proper accomplishment of these tasks.

### Radiant cooling chiller (1 Nos, 300 TR respectively)

### 1. <u>Initial Inspection and Diagnosis:</u>

The pressure testing using Nitrogen has already done to identify the leakage. The leakage in from pressor transducers, the successful bidder to provide and fix new O- ring/ Gasket and make chiller leak proof before refilling of refrigerant. It is the responsibility of successful bidder to identify and rectify the other probable location of leakage, if any, before filling the refrigerant.

### 2. Repair and Rectification:

- o Carry out necessary repair work at leakage points (e.g., brazing, tightening, seal/gasket replacement).
- o Replace any defective valves, fittings, O-rings, or joints as required.
- o Ensure system integrity before refilling.

### 3. Evacuation and Dehydration:

- o Use a vacuum pump to evacuate moisture and non-condensable gases from the system
- Achieve vacuum level as per OEM specification and hold vacuum to confirm no leakage.

### 4. Refilling of Refrigerant Gas (R-134a):

- o Refill the chiller with the required quantity of refrigerant gas R-134a as per manufacturer recommendation.
- o Maintain proper refrigerant charging procedures and safety measures.

### 5. Performance Testing and Commissioning:

- o Check and record operating parameters after refilling (pressure, temperature, superheat, subcooling, etc.).
- o Verify efficient and stable operation of the chiller.
- o Submit performance test report after completion of work.

### 6. Safety and Environmental Compliance:

- o Ensure all work is carried out using proper PPE and following safety norms.
- o Recover and handle old refrigerant as per environmental regulations (if applicable).

7. Documentation:

 Submission of test reports, refrigerant usage details, leak test certificate, and final commissioning report.

### 8. Deliverables:

- o Checklist of chiller before and after filling of refrigerant.
- o Repair and maintenance report if any.
- o Refrigerant charging record (R-134a).
- o Final performance and commissioning report.

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### **DEVIATION SHEET**

(Deviation/ additions from tender conditions may be mentioned clearly giving clause no of items, page no and Annexure no. to co-relate. Major deviations may cause rejection of tender. More sheets can be added if required).

S.N.	Item No. & Page No.	<b>Details of Departure</b>	Reason for Departure

Seal & Signature of the Tenderer

**NOTE:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

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### **INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR**

### PERCENTAGE/ RATE TENDER & CONTRACT FOR WORKS

Tender for the work of "REFILLING OF REFRIGERANT GAS (R-134A) IN 300 TR MAGNETIC CHILLER ".

To be uploaded by 15:00 hrs. on ....... 2025 on website: www.iimkashipur.ac.in

(i) To be opened in the presence of tenderers who may be present at 15:30 hrs. on ........... 2025-at the Main gate - IIM Kashipur Uttarakhand.

### **TENDER**

I/We have read and examined the notice inviting tender, schedule-A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules, and Directions, Conditions of Contract, clauses of the contract, Special conditions, Schedule of Rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the IIM Kashipur within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions & in clause 11 of the Conditions of Contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Ninety (90) days from the date of its opening and not to make any modifications to its terms and conditions.

If I/We fail to furnish the prescribed performance guarantee within the prescribed period, then I/we shall be suspended for one year and shall not be eligible to bid for IIM Kashipur tenders from the date of issue of the suspension order. Further, if I/We fail to commence work as specified, I/We agree that IIM Kashipur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those over that limit at the rates to be determined in accord by vision contained in clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/we undertake and confirm that eligible similar work(s) has/have not been executed through another agency on a back-to-back basis. Further, that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in IIM Kashipur in the future forever. Also, if

such a violation comes to the notice of the Department before the date of start of work, the Engineer-incharge shall be free to forfeit the entire amount of the Performance Guarantee.

Signature of Contractor
Postal Address:
****

I/We hereby declare that I/We shall treat the tender documents, drawings, and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information

in any manner prejudicial to the safety and integrity of the State.

### **ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for
and on behalf of the IIM Kashipur for a sum of Rs(Rupee.
).
The letters referred to below shall form part of this contract agreement:
(a)
(b)
(c)
(For & on behalf of IIM Kashipur)
Dated:
Signature
Designation
*****

### PROFORMA OF SCHEDULES: A TO F

SCHEDULE 'A'

Schedule of quantities: (for Civil Works: As per sheets attached)

SCHEDULE 'B'

Schedule of materials to be issue to the contractor: - Nil

**SCHEDULE 'C'** 

Tool and plants to be hired to the contractor:- Nil

**SCHEDULE 'D'** 

Extra schedule for specific requirements/documents for the work, if any: Nil

**SCHEDULE 'E'** 

**Reference to General Conditions of Contract:** General Conditions of Contract-2020

(Maintenance works) as amended/modified up to

the last date of submission of Tenders.

Name of Work: REFILLING OF REFRIGERANT GAS (R-134a) IN 300 TR MAGNETIC

**CHILLER** 

Estimated cost of work: Total Estimated cost: ₹4,75,950/-

(i)	Earnest Money	₹ 20, 000/-/- (to be returned after receiving performance guarantee)
(ii)	Performance Guarantee	5% of the tendered value
(iii)	Security Deposit	2.5% of the tendered value

### **Special Condition of Contract**

### General

- 1. The contents of special conditions take precedence over the general 'Clauses of Contract.
- 2. If the lowest bid is seriously unbalanced or front-loaded in the opinion of the institute, the institute may require the bidder to produce a detailed price analysis for any or all items of the bill of quantities to demonstrate the internal consistency of those prices with the construction method and schedule proposed. After evaluation of the price analysis the institute may require that the performance bank guarantee be increased at the expense of the bidder to a level sufficient to protect the institute against financial loss in the event of default of the successful bidder under the contract.
- 3. The following clauses of the contract under the "Conditions of contract" are amended as under:

### Schedule - F

### GENERAL RULES & DIRECTIONS:

Officer Inviting Tender The Director, IIM Kashipur,

Kundeshwari, Kashipur, Dist. Udham Singh Nagar,

Uttarakhand,

Definitions:-		
2 (V)	Engineer-in-Charge	The Executive Engineer (Civil), IIM Kashipur
2 (Viii)	Accepting Authority	The Director, IIM Kashipur,
2 (X)	Percentage of cost of material and labor to cover all overheads and profits	15%
Clause 1		
	Time allowed for submission of a performance guarantee from the date of issue of letter of acceptance	7 Calendar days
	Maximum allowable extension with late fee @ 1% per day of Performance Guarantee amount beyond the period provided in (i) above (1-15 Days)	7 Calendar days
Clause 2		
	Authority for fixing compensation under clause 2	Chief Engineer
Clause 2A	Whether clause 2A shall be applicable	Yes
Clause 5		
	Number of days from the date of issue of letter of acceptance for reckoning date of start	15 Calendar days
Table of Milestone:- As per the Table Given below		

S.No.	Description of Milestone (Physical)	Time Allowed in Days (From the date of start)	Amount to be withheld in case of non- achievement of milestone (Percentage of bid amount)
		NIL	

Time allowed for the execution of work	1 Year (extension after 1 year will be given on yearly basis based on performance of the contractor up to two years.) from the Date of LOA
	LOA
Authority to decide	

Extension of time:	Chief Engineer		
Re-scheduling of time	Chief Engineer		
Shifting of date of start in case of delay in	Chief Engineer		
handing over of site			
Validity of the tender	90 days from the last submission date		
Retention Money (Security Deposit)	2.5 % of the Bid Amount		
Date of Commencement	7 days from the date of the Letter of		
	Acceptance		
Defects liability period/Warranty	6 months from the date of Virtual completion		
	Certificate and Spare parts 12 months from the		
P. C. C.	date of Virtual completion Certificate		
Performance Guarantee	5% of Contract Amount to be submitted as		
	Bank Guarantee within 7 days of receipt of Letter of Intent/acceptance (valid up to one		
	month after the completion period of the		
	contract / extended period if permitted). This		
	Performance Guarantee shall be returned		
	within one month after the work completion		
	Period (or its extension) with satisfactory		
	work.		
Release of Retention Money (Security	After satisfactory completion of the defect		
Deposit)	liability period		
Compensation for delay	5 % (Five Percent) per month of delay to be		
	computed on per day basis and imposed over		
T: ' CO	contractor if it is attributable to it		
Limit of Compensation for delay	10% of the contract value		
Documents to be submitted by the contractor for initial payment	Performance Bank Guarantee, agreement, any document required by Engineer-in-charge		
Taxes, Levy, Duty, Octroi, GST, etc.	All are included in the quotation provided the		
(existing at the scheduled date and time of bid	by bidder.		
submission)	by blader.		
	Recoverable or payable as applicable, after		
in taxes after scheduled date and time of bid	submission of adequate proof of imposition		
submission)	and payment of taxes by the contractor; to the		
	satisfaction of Engineer-in-charge of IIM		
	Kashipur`		
Sample approval, Pre-dispatch /	Cost included in the quotation provided by the		
Stage Inspection & Insurance cost	bidder.		
	☐ Sample approval by IIM Kashipur or its		
	authorized representative is a must before		
	procurement  Material when delivered shall be inspected.		
	☐ Material when delivered shall be inspected with an approved sample for acceptance		
	an approved bumple for acceptance		
Clause Whether clause 10CA shall be	Not Applicable		
10 CA applicable			
Clause Clause 10CC to be applicable in	Not Applicable		
10 CC contracts with a stipulated period			
of completion exceeding the period			
shown in the next column			
	CDVID		
Clause   Specification to be followed	CPWD specification and relevant IS code for		

11		maintenance
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor	No tools/equipment shall be issued to the contractor by IIM Kashipur
Clause	Constitution of Dispute Redressal	
25	Committee (DRC)	
S.No.	Designations	
1	Conciliator	Director, IIM Kashipur
2	Arbitrator Appointing Authority	Director, IIM Kashipur
3	Place of Arbitration	Kashipur, US Nagar, Uttarakhand
Clause 38	Theoretical consumption of material	Not Applicable
Clause 41	Release of Security deposit after labor clearance	Not Applicable
Addend	um for GCC	
	Terms used in GCC	To be read as below for IIM Kashipur's prospective
1	President	Director
2	President of India	Director of IIM Kashipur
3	CPWD	To be read as IIM Kashipur if it is referred to as department.
4	Government	Government/ IIM Kashipur as the case may be
5	The officer above the Chief Engineer level	

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### **INTEGRITY PACT**

To,

#### All Bidders

**Subject:** NIT No IIMKASHIPUR/Works Deptt/NIT/18/2025-26 dated 31.10.2025 for the Work: REFILLING OF REFRIGERANT GAS (R-134A) IN 300 TR MAGNETIC CHILLER.

Dear Sir,

It is hereby declared that IIM Kashipur is committed to following the principle of transparency, equity, and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer /bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIM Kashipur.

Yours faithfully

**Executive Engineer-IIM Kashipur** 

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To,

Executive Engineer- IIM Kashipur, Uttarakhand.

Subject: NIT No. IIMKASHIPUR/Works Deptt/NIT/18/2025-26 dated 31.10.2025

for the work: "REFILLING OF REFRIGERANT GAS (R-134A) IN 300 TR MAGNETIC CHILLER

Dear Sir,

I/We acknowledge that IIM Kashipur is committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM Kashipur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM Kashipur shall have the unqualified, absolute and unfettered right to disqualify the tender/bidder and reject the tender/bid by terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

\_\_\_\_\*\*\*\*

## TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORIZED TO SIGN THE RELEVANT CONTRACT WITH CPWD

### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at on this day of20
BETWEEN
Director IIM represented through Executive Engineer- IIM Kashipur (Address of Division), (Hereinafter referred to as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)
AND

### **PREAMBLE:**

WHEREAS the Principal / Owner has floated the Tender (NIT No. IIMKASHIPUR/Works Deptt/NIT/18/2025-26 dated 31.10.2025) (hereinafter referred to as "Tender/Bid") and intends to award, underlaid down organizational procedure, contract for "REFILLING OF REFRIGERANT GAS (R-134A) IN 300 TR MAGNETIC CHILLER" hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows, and this Pact witness as under:

### **ARTICLE 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidders(s) confidential/additional information through which the Bidder(s) could obtain an advantage about the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offense under the Indian Penal code (IPC)/Prevention of Corruption Act,1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### **ARTICLE 2:** Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees, and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption Coercion or Collusion** of it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to taking all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and the Contract execution:
  - The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - The Bidder(s)/Contractor(s) will not commit any offence under relevant IPC/PC Act. Further, the Bidder(s)/Contract(s) will not use improperly, (for competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **ARTICLE 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **ARTICLE 4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

### **ARTICLE 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### **ARTICLE 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor, 15 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

### **ARTICLE 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

#### **ARTICLE 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first

above mentioned in the presence of following witnesses:

**FORM-G** 

### Format for Earnest Money Deposit Declaration by the Agency

Whereas, I/we	(Name	of
agency) have submitted bids for "REFILLING OF REFRIGERANT GAS (R-134A)	) IN 300	TR
MAGNETIC CHILLER ." I/We hereby submit the following declaration in lieu or	f submitt	ing
Earnest Money Deposit.		

(1) If after the opening of bid, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

or

(2) If, after acceptance of the bid, I/we fail to submit performance guarantee before the deadline as defined in the NIT / bid document,

I/we shall be suspended from bidding, making me/us ineligible to bid for IIM Kashipur tenders all over India for a period of one year from the date of issue of the order stating so and issued under the authority of Executive Engineer of this work.

**Signature of the contractor (s)** 

Name of Agency with complete address & email ID

Note: Executive Engineer shall initiate issue of show cause notice to the contractor who has violated Earnest Money Deposit Declaration within 15 days of violation by the contractor and his decision (to be taken within 60 days of violation by the contractor) thereof shall be final and binding on the contractor.

\_\_\_\_\_\*\*\*\*\*

### **FORM OF PERFORMANCE SECURITY (GUARANTEE)**

### (BANK GUARANTEE BOND)

agr	consideration of the IIM Kashipur having offered to accept the terms and conditions of the proposed reement between
irre sec	
1.	We,
2.	We, (indicate the name of the bank)do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs(Rupees
3.	We, the said bank, further undertake to pay to the government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.
4.	We, (indicate the name of the bank)further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Kashipur under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the IIM Kashipur certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5.	We, (indicate the name of the bank)further agree with the IIM Kashipur that the IIM Kashipur shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the IIM Kashipur or any indulgence by the IIM Kashipur to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6.	This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7.	We, (indicate the name of the bank)lastly undertake not to revoke this guarantee except with the previous consent of the IIM Kashipur in writing.
8.	This guarantee shall be valid up to, unless extended on demand by the IIM Kashipur. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs(Rupees
Da	ted: the day of
	Seal & Signature with Name & Address
	For (indicate the name of the bank)
	*****

### FORM '1'

### STRUCTURE AND ORGANIZATION DETAIL

### **INFORMATION ABOUT BIDDER**

<i>1</i> .	IN	CASE	OF	IND	IVID	IIAI
1.	1/V	CASE	UF	IIVU	IVID	UAL

1.	IN CASE OF INDIVIDUAL	
I	Name of Business	
II	Name of Owner	
III	Whether the business is registered	
IV	Date of commencement of business	
V	Current Address	
2.	IN CASE OF PARTNERSHIP –	
I	Name of Partners	
II	Reference of the partnership registration	
III	Date of establishment of firm	
IV	If each of partners of the firms pays Income Tax over Rs. 10,000/- and if not which of them pays the same	
V	Copies of partners deed if any	
VI	Current Address of all Partners	
3.	IN CASE OF COMPANY LIMITED B	Y SHARES OR COMPANY LIMITED
(	GUARANTEE.	
I	Amount of paid-up capital	
II	Names of directors	

Eligibility Conditions – Form-1

Date of Registration of company

Certified copies of Memorandum and Article of Associated of company

III

IV

Page 1 of 4

### General (For All)

Sr.	Description	
No.		
1	Organization Chart (to be submitted)	
2	Designation of individuals authorized to act for the Organization	
3	Registration details/ Work detail	
	a) EPF No. & valid upto	
	b) Sales Tax No. & valid up to	
	c) Clearance of Sales Tax up to	

Seal of the bidder

Authorised Signature of the bidder

### FORM 2

### **FINANCIAL INFORMATION**

Par	t 1: Bankers Deta	ils
a)	Name of Bank	
b)	Address	
c)	City	
d)	Pin	
e)	NEFT Details	Account No.:- IFSC code:-
Deta	ails of Contact Per	rson for Verification of Particulars
e)	Name & Destination	
f)	Phone No. 1 with STD Code	
g)	Phone No. 2 with STD Code	
h)	E mail	
i)	Fax No	
Par	t 2: Details of Cha	artered Accountant / Financial Auditor
a)	Name of Firm / CA	
b)	Address	
c)	City	
d)	PIN	
Dete	ails of Contact Per	rson for Verification of Particulars
e)	Name & Designation	
f)	Phone No. 1 with STD Code / Mobile No.	
g)	Phone No. 2 with STD Code / Mobile No.	
h)	E mail	
i)	Fax No	

 $Eligibility\ Conditions-Form-2$ 

### **Part 3: Financial Information**

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last

5 years duly certified by the chartered Accountant, as submitted by the bidder to the Income Tax

department (Copies to be attached)							
	FY						
		2018-20	2019-202	2020-202	2021-202	2022-202	Average annual
							turnover.
		1	2	3	4	5	
	Mention whether records are Audited	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	
(i)	Gross Annual turnover on work						
(ii)	Works Turnover						
(iii)	Net Profit/ Loss						
(iv)	Net Worth						
(v)	Assets (Plant & Machinery only						
(vi)	Working Capital						
II.	Financial arrangements for carrying out the works.						

(Name of Organization) hereby confirms that our Organization complies to the following clause for eligibility document (tick the clause which satisfies, otherwise

mark cross in bellow table)

Clause No. 4 of 25 eligibility criteria complies	Yes / No	
Clause No. 5 of 25 eligibility criteria complies	Yes / No	

Signature of Chartered Accountant with Seal

Seal and signature or Bidder

Eligibility Conditions – Form-2

Page 4 of 4

### **SCHEDULE OF QUANTITY**

(To be filled by contractor)

### **Price Schedule**

This Price Schedule has to be xeroxed, price filled on the xerox copy. The original **Price Schedule** has to be returned back without filling the price as a token of acceptance of this proforma.

# SCHEDULE OF RATE FOR "REFILLING OF REFRIGERANT GAS (R-134A) IN 300 TR MAGNETIC CHILLER ".

Sr. No.	Descriptions	Unit	Qty	Rate	Amount
1	Evacuate system to remove moisture.  Recharge refrigerant R- 134a and 285 KG (as per manufacturer's charge weight).  Check oil level and top-up if required.,  Start chiller and monitor parameters:  Suction & discharge pressure, Superheat & subcooling, Cooling capacity, Any abnormal sound/vibration.	KG	285		
Total					

Total charges for REFILLING OF REFRIGERANT GAS (R-134A) IN 300 TR MAGNETIC CHILL	ER.
Rs (In words)	
Place:	Signature,
Date:	Name & Seal of Bidder/Tenderer
	NEFT Detail

### **Envelope –I (Technical Bid)**

NIT NO. IIMKASHIPUR/Works Deptt/NIT/	/2025 dated -	2025	Last date of Submission: -
2025 Time:- Up to 3:00 PM			

Name Of Work:- NIT for "Refilling of Refrigerant Gas (R-134a) in 300 TR Magnetic chiller Installed in HVAC Plant, at IIM Kashipur."

### To,

STORE AND PURCHASE OFFICER, INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713

From:-

Name Of Firm:-Address:-Mobile No.:-