

(An Institute of National Importance, Ministry of Education (Shiksha Mantralaya), Government of India)

Trichy - Pudukkottai Main Road, Tiruchirappalli-620 024, Tamil Nadu

Phone: 0431-250 5121/5122 | E-Mail: purchase@iimtrichy.ac.in

NOTICE INVITING TENDER FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF HVAC WORKS (IN FIFTH AND SIXTH FLOOR) AT CHENNAI CAMPUS OF IIM TIRUCHIRAPPALLI

Tender No. 24SP022T dated: 18.04.2024

Tender No. 24SP022T dated: 18.04.2024						
Details	Date	Time	Venue			
"Tender for the Supply, Installation, Testing and Commissioning of HVAC						
Name of work/ Service	Name of Work/ Service works (in Fifth and Sixth floor) at Chennai Campus of IIM Tiruchirappalli'					
Date of issue of	18.04.2024	16.15 Hrs.				
Tender Document	18.04.2024	onwards	-			
			BSNL Exchange Building (5 th &			
Pre-bid Meeting	25.04.2024	11.00 Hrs.	6 th Floor), 99, Jawaharlal Nehru Road,			
			K. K. Nagar, Chennai - 78			
Last date for Submission of Tenders	09.05.2024	17.30 Hrs.	-			
Opening of Technical Bid (<i>Tentative</i>)	10.05.2024	10.00 Hrs.				
Opening of Price Bid		To	be informed later			
Tender Document	The tender doc	ument can be do	ownloaded from the IIM Tiruchirappalli website			
Tender Document	https://www.ii	https://www.iimtrichy.ac.in/tender-published.				
		, ,	to be remitted in the below IIM Tiruchirappalli			
	Bank Account	through online				
	Bank Account Details					
EMD Amount			ficiary: IIM Tiruchirappalli			
	Bank Name: State Bank of India					
	SB A/c. No: 32170808935					
		SC Code: SBIN				
			ached with the application form, without which			
			empted for MSME Bidders. Bidders claiming			
exemption should attach nec			e attached with tender document.			
			e remitted by the successful Bidder to IIM			
SD Amount	Tiruchirappalli as SD. The SD amount will have to be remitted to IIM					
SE / Milouit	Tiruchirappalli within seven days along with the letter of acceptance from the					
	-	<u> </u>	ng which the Work order will stand cancelled.			
Address for submission of	The Chief Administrative Officer (i/c)					
Tender	Indian Institute of Management Tiruchirappalli					
	Trichy - Pudukkottai Main Road, Trichy - 620 024.					
		_	ourier or Hand delivery – during office hours			
Mode of Submission of	(9.30 to 17.00 hrs) only (To be submitted at Dispatch Section of IIM					
Tender	Tiruchirappalli @ Administrative Wing – 2 nd Floor and obtain acknowledgement)					
	acknowledgem	ent)				



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NOTICE INVITING TENDER

OVER VIEW

Indian Institute of Management Tiruchirappalli (IIM Tiruchirappalli) is an Institute of National Importance and more details are available in our website www.iimtrichy.ac.in.

The Chennai Campus of IIM Tiruchirappalli started functioning in 2012 and has since grown in strength and popularity. Currently, the institute is functioning in Ekkatuthangal, Guindy, Chennai. The institute has identified the BSNL Building situated in KK Nagar, Chennai to run the new campus and the interior works shall commence soon so as to start the classes from the third week of June 2024.

Bids are invited from interested, enthusiastic, and passionate bidders who are willing to join hands with the institute to complete the Supply, Installation, Testing and Commissioning of HVAC works (in Fifth and Sixth floor) of the campus by June 2024, and ensure that the students or the courses are not interrupted.

Service Description	Estimated Tender Value (Excluding GST)	Interest free Performance Security Deposit	Work Location
Tender for the Supply, Installation, Testing and Commissioning (Fifth and Sixth floor) of HVAC works at Chennai Campus of IIM Tiruchirappalli	Rs. 65,00,000/-	10 % of Work order Value	BSNL Exchange Building (5 th & 6 th Floor) 99, Jawaharlal Nehru Road, K. K. Nagar, Chennai - 78

SCOPE OF WORK

- 1. Following shall be the scope of work in brief to be carried out under this contract:
 - a. Supply, Installation, Testing and Commissioning of variable refrigerant flow system comprising of outdoor units and indoor units.
 - b. Supply, Installation and Testing of copper refrigerant piping complete with fittings, full refrigerant charge and class "O" closed cell elastomeric insulation.
 - c. Supply & Installation of drain piping complete with insulation.
 - d. Supply, Installation, Testing & Commissioning of fresh air fan section.
 - e. Supply, Installation, Testing & Commissioning of associated electrical work comprising of power wiring from the nearest source, body earth connected to the available earthing etc.
 - f. Balancing, Testing and Commissioning of the entire installation. (Like air flow balancing, gas testing etc.,)
 - g. Each ODU (Out Door Unit) shall be mounted on a suitable cement concrete pedestal duly plastered and painted on the terrace as required.
- 2. The Contractor shall carry out and complete the said work under the contract in every respect in conformity with the contract documents, to the fullest satisfaction of the Engineer-in-charge.



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- 3. The work includes all materials, equipment, appliances, and incidental work not specifically mentioned herein or noted on the drawings or documents as being furnished or installed, but which are necessary and customary to make a complete installation.
- 4. Associated Works: Civil
 - a. Providing core cutting on walls/Slab etc. for the passage of refrigerant/condensate/ drain pipes as required.
 - b. Finishing & making good of the above openings/cut-outs.
- 5. Air Conditioning Contractor need to coordinate with the electrical contractor to install the copper pipe duct according to the site condition.
- 6. The contractor shall make his own arrangements for water & electricity required for execution of work.
- 7. According to site requirements, each floor should have three outdoor units and it is essential to group the same in consultation with Engineer in charge.
- 8. UPVC plumbing grade condensate drain pipe & fittings to be used for taking out condensate drain water from AC Units up to the Ground Level including looping/routing / uniform distance with clamps, pipe supports with proper alignment in horizontal and vertical direction. The joints shall be properly sealed so that there is no water leakage.
- 9. Installation shall also include transportation, loading & unloading, lifting and shifting at site of all machines and all associated material to rooftop, all type of field wiring, control wiring between outdoor and indoor units as per site assessment & requirement complete with all minor civil work retaining the aesthetics of building as per given specifications.
- 10. The system after successful commissioning shall be handed over to the institute and the vendor should monitor the performance for standard designed parameters for 30 days continuously. In case during this period the performance is not found satisfactory, rectification/ replacement, design improvement or any other changes as required necessary, will be the scope of the Contractor at no extra cost.
- 11. Scaffolding work required if any for the above work will be under the contractor's scope.
- 12. Copper refrigerant piping of suitable diameter compatible with the refrigerant gas & air conditioner model with insulation/nitrile rubber sleeves, end connections are to be provided by the contractor. The alignment of copper piping in horizontal and vertical direction to be maintained.
- 13. Completion Certificate and Documents:
 - a. Work completion certificate along with following documents are to be submitted by contractor.
 - i 2 copies of write up on preventive maintenance, trouble shooting and operating instructions of the system along with the as-built drawings to be supplied by the Contractor at time of commissioning.
 - ii 2 sets of Manual/catalogues of all equipment such as outdoor units, indoor units, split packages, centrifugal fan sections, electrical components etc.
 - iii Warranty Certificate with supplier's attestation.
- 14. All equipment and materials required for installations shall be new and without blemish.
- 15. The location of both indoor and outdoor AC units should be identified in consultation with the Engineer in charge based on the Architectural Drawing.
- 16. HVAC layout of 5th and 6th Floor is attached as Appendix I & II respectively.



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List of Approved Makes

S. No	Material	Make
1	VRV/VRF System (Indoor & Outdoor)	Daikin, Mitsubishi ,Hitachi, Voltas
2	Electrical Communication cables	Polycab, RR kabels, Havells, Finolex
3	Refrigerant Gas - R410	Honeywell, Dupont
4	UPVC Piping	Supreme, Prince, Ashirwad
5	Closed Cell nitrile Rubber Insulation	Armaflex, Aflex, Kflex
6	Copper Piping	Rajco, Mandev, Maxflow
7	In-line Fan	Carrier, Ostberg, Kruger

Eligibility Conditions for Bidders

The tendering Agency must fulfill the conditions mentioned in the succeeding paras in order to be eligible for technical evaluation of the bid:

- a. The bidder(s) should be registered with the Goods and Services Tax council for the purpose of Goods & Service Tax (GST). A copy of the GST registration certificate has to be submitted with the tender document. A copy of GST Registration Certificate, PAN and Bank account details should be submitted along with the Technical Bid. The names appearing on all these documents and tender document should be same or linked.
- b. The bidder(s) should be registered with the appropriate registration authority and should be in existence for not less than five years as on 31st March 2024. Copy of Certificate of Incorporation or relevant registration certificate should be attached.
- c. Bidder(s) should have at least five years' experience in Similar work as on 31st March 2024. (Relevant documentary proof like work order / Letter of Intent / Agreement) must be submitted with technical bid). *Similar work shall mean:* Supply, Installation, Testing and Commissioning of HVAC works.
- d. Copy(ies) of work order(s) showing that the firm has executed the similar work(s) in the last five years as on 31st March 2024. Similar work shall mean: Supply, Installation, Testing and Commissioning of HVAC works. and the details of current works on hand and other contractual commitments shall be provided by the Bidder as on 31st March 2024 as detailed below;

At least one similar work of 80% of the estimated cost [Order copy to be enclosed]

OR

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At least two similar works of 60% of the estimated cost each [Order copy to be enclosed]

OR

At least three similar works of 40% of the estimated cost each. [Order copy to be enclosed]

- e. Average Annual Turnover of the bidder should be at least 100% of the estimated cost of the tender during the previous five financial years from 2018-19 to 2022-23. Copies of duly audited Balance Sheet with Profit & Loss accounts are to be submitted as per Annexure-I (Technical Bid). The year in which no turnover is shown would also be considered for working out the average.
- f. Bidders should be regular in filing Income-Tax returns. A copy of Income tax returns filed and audited accounts statement for the last five financial years (2018-19 to 2022-23) should be submitted with the Technical Bid.
- g. The bidders should not have been blacklisted by any department of the Government of India or any State Government and Private organization in the past. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India and the Bidder should give a self-declaration certificate for acceptance of all terms & conditions of tender documents. An undertaking to this effect in the Company letterhead duly signed by the owner/partner or both to be enclosed, as per *Annexure-III* and the Integrity Pact Should be submitted as per *Annexure-V*.
- h. Duly attested <u>Annexure-IV</u> by IIMT Officials towards the Proof of Site Visit, without which the bid will not considered for the evaluation.

Instructions to Bidders

1. Downloading of Tender

Tender Documents are to be downloaded from the Institute's website https://www.iimtrichy.ac.in/tender-published. No Tender fee is payable.

2. Earnest Money Deposit

- a. The Bidder (s) should remit an Earnest Money Deposit (EMD) of *Rs. 3,25,000/- (Rupees Three Lakhs and Twenty-Five thousand only*) at the bank account mentioned in *Page 1*. A copy of the payment transaction receipt has to be attached with the Tender application form, without which the bid will not be considered for the bidding process.
- b. The EMD of the successful Bidder will be adjusted against the interest-free security deposit.
- c. The EMD of the unsuccessful bidders will be released after the finalization of the Tender. No interest is payable on the Earnest Money Deposit (EMD).
- d. Micro and Small Enterprises (MSEs) firms as defined in the MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these items only, are



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- exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) along with the Tender to this effect, without which the bid won't be considered for further process.
- e. The bidders who seeks exemption from EMD as per clause above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

3. Relationship Certificate

- a. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the Tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIM Tiruchirappalli will not pay any damage to the company or firm or the concerned person.
- b. The company or firm or the person will also be debarred for further participation in the concerned unit.
- c. The near relatives for this purpose are defined as follows: -
 - Members of a Hindu undivided family,
 - Spouse,
 - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- d. The Relationship Certificate (Annexure-III) needs to be placed in the Technical bid cover.

4. Amendment to Bid Document

- a. At any time prior to the date of submission of bids, IIM Tiruchirappalli shall modify the bid document with amendments on its own.
- b. Such amendments shall be notified on IIM Tiruchirappalli website only and these amendments will be binding on all prospective bidders.
- c. The Institute may at its own discretion extend the last date for the receipt of bids.
- d. IIM Tiruchirappalli reserves the right to cancel the tender without assigning any reason at any stages of evaluation before finalization.
- e. IIM Tiruchirappalli also reserves the right to, at any time and in its absolute discretion the following:
 - i. Accept or reject all bids.
 - ii. To obtain further clarification or supporting documents during the technical bid evaluation.
 - iii. To suspend, discontinue, modify and/or terminate the Tendering process at any time. iv. To reject any unreasonable bid.

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v. To modify/change/delete/add any further terms and conditions prior to opening of Price Bid.

5. Conditional Bids

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

6. Technical Bids Criteria

- *i*. The technical bid shall contain all the relevant information which forms part of the technical bid. The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of solution being proposed by the Bidder.
- ii. All the information should be organized in logically structured form and attached as a technical bid with an index. Bidders should comply with eligibility criteria and technical requirements. The detailed formats are attached at <u>Annexure-I</u>. The Bidder is to complete the same in all respect and submit accordingly. No deviations are acceptable in <u>Annexure-I</u>.

7. Price Bid Details

- i. The Price Bid should be submitted strictly as per the BoQ attached in (Annexure-II) format, failing which the offer will be rejected. (renaming or changing the format of BoQ) will not be acceptable.
- ii. The quantities mentioned in Price Bid are tentative and shall be increased or decreased depending upon the requirements of the Institute/Site conditions. However, payment will be made for the actual work done quantity.
- iii. Bids must be submitted with the rates for all the item(s) involved and any incomplete bid will not be considered. Overall Lowest quoted bidder declares as Successful Bidder (L1).
- iv. *The Rates quoted by the tenderer should be inclusive of all charges* (Supply, Installation, Testing, Commissioning, lifting, Shifting, laying, Fixing, Labour and Packing, Loading, Unloading, Transportation and freight) except GST and must hold good till the completion of work and should not be subjected to any escalation. The Institute will not pay any extra amount other than the quoted price. No claim on this account what so ever shall be entertained at any stage including the extended period, if any.
- v. The bidders can send an email to estatemanager@iimtrichy.ac.in (Telephone No 0431-250 5166/5048/5156) and mark a cc to purchase@iimtrichy.ac.in to seek clarification on the specifications/work covered by this Tender, if required.
- vi. Vendor should quote rates in the Price Bid (<u>Annexure-II</u>) only, bids indicating rates anywhere else will be rejected.
- vii. Arithmetical errors, if any, shall be rectified on the following basis. If there is a discrepancy between the unit price and total price, then the unit price shall prevail, and the Institute shall



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correct the total price. If the Bidder does not accept the correction of the errors, the Bid shall be rejected.

8. Validity of Bids and Rates

- i. All the quoted rates would be valid until the completion of the contract. No escalation of price whatsoever would be allowed during the currency of the contract, including extended period if any.
- ii. The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening of price bid.

Procedure for Submission of Online Bids

- i. The tender document should be downloaded from the IIM Tiruchirappalli website https://www.iimtrichy.ac.in/tender-published.
- ii. The Bidder needs to fill, sign and seal the required bid documents as indicated in the tender document.
- iii. The Bidder should submit the Bid in two parts viz. *Technical Bid* and *Price Bid*. Technical Bid along with required documents should be attached in Cover-1. *Price Bid as per <u>Annexure-II</u>* only should be submitted in Cover-2.
- iv. All the pages of the tender document being submitted must be duly signed as per the procedures and requirements stipulated herein.
- v. The Bidder (s) shall not make any changes or amendments in the tender document as published in the IIM Tiruchirappalli website.
- vi. All correspondence and documents relating to the Tender shall be written in English.
- vii. No addition or alteration should be made in the tender document.
- viii. The tender document should be filled in legible handwriting/printing/typing without ambiguity.
- ix. If any correction is necessary in the information provided by the Bidder, the same should be made after scoring out the old entry. In any case, there should not be any overwriting. All the corrections should be attested with the full signature of the Bidder with date.
- x. It is construed that the Bidder has read all the terms and conditions before submitting their offer. An undertaking as given in *Annexure-III* to the effect of stating that all the terms and conditions of the Tender have been read and abided by the tenderer shall be furnished.
- xi. Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.
- xii. The bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and any alteration of the prescribed tender format will entail outright rejection of the bid application.
- xiii. Bidders should note that they should submit their price bids in the prescribed format given by IIM Tiruchirappalli, and no other format is acceptable.



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1. Bid Submission:

Since this tender is based on two bid system, the bids (complete in all respect) must be submitted in *Two Separate Sealed Envelopes* as explained below:

a) Technical Bid – (Cover 1)

The following documents are to be attached by the Bidder (s) along with Technical Bid (Annexure-I), as per the tender document:

- i. Application form, Undertaking, Near Relative Certificate as per Annexure III.
- ii. Integrity Pact as per Annexure-V.
- iii. Copy of PAN and GST Registration.
- iv. Duly authorized by IIMT Officials for the Proof of Site Visit as per Annexure IV.
- v. Copy of constitution or legal status of the service provider /Sole proprietorship/firm Agency etc., like an Attested copy of the deed of partnership, if the firm is a partnership concern. Certificate of Incorporation duly certified in case of Company.
- vi. EMD Payment Receipt / MSME Certificate for Exemption of EMD.
- vii. Copy of work orders, testimonials / completion / performance certificate from the present and past clients of equivalent order sized (received in the last five years) with verifiable contacts need to be attached with the Tender document.
- viii. A copy of Income tax returns filed and audited accounts statement for the last five financial years (2018-19 to 2022-2023).
- ix. A detailed proposal from the vendor for a manpower deployment plan for both the floors. Shift wise deployment of manpower along with the Site In-charge.
- x. Program Chart for completion of work in time (from start to End). The program chart should be enclosed with the Technical bid documents.
- xi. Signed Tender document and its all annexures and Corrigendum/Addendum if any.
- xii. All other documents mentioned in the tender document, except the Price Bid document.

The Technical Bid Cover with the aforementioned required enclosures should be in sealed condition and SUPERSCRIBED with the following text: "Technical Bid for the Supply, Installation, Testing and Commissioning of HVAC works (in Fifth and Sixth floor) at Chennai Campus of IIM Tiruchirappalli".

b) Price Bid - (Cover 2)

- i. Price bid (As per <u>Annexure-II</u> duly filled and signed)- Price must be quoted as per the format specified for all the items, failing which tender shall be rejected.
- ii. Only duly filled Price Bid as per <u>Annexure-II</u> should be put in a separate cover and the cover should be in sealed condition. This envelope should be SUPERSCRIBED with the following text: "Price Bid for the Supply, Installation, Testing and Commissioning of HVAC works (in Fifth and Sixth floor) at Chennai Campus of IIM Tiruchirappalli"



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All the three sealed envelopes should carry the name and address of the bidder and be placed/kept inside a LARGER Size Master Envelope with the following text SUPERSCRIBED on the master envelope:

"Tender for the Supply, Installation, Testing and Commissioning of HVAC works (in Fifth and Sixth floor) at Chennai Campus of IIM Tiruchirappalli"

i. The master envelope containing the three envelopes should be delivered at the below mentioned address on or before deadline.

The Chief Administrative Officer i/c

Indian Institute of Management Tiruchirappalli

Trichy – Pudukkottai Main Road

Tiruchirappalli–620 024.

ii. If the three inner envelopes A (Technical Bid), B (Price Bid) & C (outer envelope i.e., larger envelope) are not marked as instructed, IIM Tiruchirappalli will assume no responsibility for the misplacement of the envelopes. Any bid received in unsealed condition will be rejected. iii. The tender should be submitted either through Registered Post/Speed Post/Courier or delivered to IIM Tiruchirappalli in hand on working days during office hours (9.30 hrs. to 17.00 hrs.). IIM Tiruchirappalli will not accept any responsibility or grant any relaxation of time for any Postal delay in submission of tender.

Site Visit & Pre-Bid Meeting

The bidders are expected to participate in the pre-bid meeting at the site mentioned below for better understanding and clarification. The relevant IIMT Officials shall be available for Pre-bid meeting.

The bidders are required to make the site visit before submitting the tender as the date of the site visit should be mentioned in the Program chart which is a part of the Technical Evaluation. To visit the site, the vendor should send a formal e-mail to purchase@iimtrichy.ac.in and mark a cc to pgpbm@iimtrichy.ac.in. After getting confirmation from the Institute, the vendor can visit the site.

A Pre-Bid Meeting with the intending bidders will be conducted in person at BSNL Exchange Building (5th & 6th Floor), 99, Jawaharlal Nehru Road, K. K. Nagar, Chennai - 78 on **25.04.2024** at **11.00** Hrs. to clarify doubts that shall arise before submitting the bids.

The bidders need to send the scanned copy of the letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before 11.00 Hrs., on 24.04.2024 for attending the Pre-bid meeting as per format enclosed vide Annexure-IV.



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The Bidders are requested to mail their doubts/queries to purchase@iimtrichy.ac.in, prior to the prebid meeting i.e. by *11.00 Hrs.*, *24.04.2024* to enable us to clarify the doubts in the pre-bid meeting itself.

The bidder should submit <u>Annexure-IV</u>, duly attested by IIMT Officials towards the Proof of Site Visit along with the Technical Bid, without which the bid will not considered for the evaluation.

Opening of Technical Bid

The Technical bid will be opened by the Tender Opening Committee on 10.05.2024 at 10.00 Hrs. in the presence of the bidders or their authorized representatives through physical/video conferencing mode. A maximum of two representatives per bidder shall be authorized and permitted to attend the bid opening. Bidders / Representatives have to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before attending the Opening of Master envelope & Technical bid meeting on the given date (to be informed later) in the opening of Technical Bid as per the format enclosed vide Annexure-IV.

Tender Evaluation Process

a. The Bidder would be considered for price bid based on the score secured in the Evaluation of Technical Bids by the Evaluation Committee formed by the Institute, and the Committee's decision would be final and binding.

Stage 1: Evaluation of Technical Bids

The Technical Documents will be verified by the Committee. The Bidders meeting all the basic eligibility conditions mentioned in this tender document will only be considered for the Technical Evaluation.

Stage 2: Technical Evaluation

The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of solution being proposed by the Bidder. Technical evaluation of the Bidder will depend on the information provided herein by the committee members. *Technical bid score*, *out of 100*, will be arrived based on the following Parameters:



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Sl. No	Items	Maximum Marks
	Financial Soundness/Turnover: The average turnover of the last three years (2020-21 to 2022-23), as reported in the audited financial statements, will be	
1	 considered. a. Rs.65.01 Lakhs to 70 Lakhs = 2.5 marks; b. Rs.70.01 to 80 Lakhs = 5 marks; c. Rs.80.01 to 90 Lakhs = 7.5 marks; d. Rs.90.01 Lakhs and above =10 marks. 	10
2	Work Experience (HVAC system) in the last five years as of 31 st March 2024: Three Work orders for Rs. 26 Lakhs – 49.99 lakhs – 5 Marks Two Work orders for Rs. 50.00 Lakhs – 64.99 Lakhs – 7 Marks Single Work order for Rs. 65 lakhs and above – 10 Marks The completion certificate along with the work order should be attached. (Any Completion Certificate without a work order copy, contact details, and not in letterhead would not be considered)	25
3	Personnel and Establishment A detailed proposal from the vendor for a manpower deployment plan for both the floors. Deployment of manpower along with the Site in charge. Site in charge is the Single point of contact for the Institute.	20
4	Program Chart for completion of work in time (from start to End). The program chart should be enclosed with the Technical bid documents. Site Visit is mandatory. The bidder should mention the date of site visit in the program chart.	20



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	Evaluation of the Capabilities:	
	The following documents are to be submitted by the bidder for	
	the evaluation of IIM Tiruchirappalli Committee members. The	
	evaluation shall be based on the following parameters:	
	a. Bidder's understanding of IIMT's requirements (Concept	
5	Note).	25
	b. Experience in Similar projects;	
	c. Feedback from previous Clients regarding timely	
	completion of work, if any.	
	d. Photos/Videos of previous works with the name of the work	
	and location.	
	Total Marks (Technical Score)	100

Note:

Necessary Documentary proof should be submitted for the above evaluation process.

The Institute reserves the right to visit the earlier/ongoing projects mentioned in the Technical Evaluation criteria.

A minimum of **70 marks** out of 100 marks, in technical bid evaluation is required to be eligible for participating in price bid.

Decision taken by the Evaluation Committee on the Technical Evaluation will be final and binding. At the end of this stage, each firm will have Technical score (out of 100) associated with it. Bidders getting less than **70 score** in the Technical bid will not be considered for opening the price bid.

Opening of Price Bid

The price bids of all the technically eligible bidders will be opened in the presence of technically eligible bidders or their authorized representatives through Physical/video conferencing mode. The date and time for opening the Price Bid will be informed later.

Bidders / Representatives have to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before attending the price bid meeting on the given date (to be informed later) to participate in the opening of Price Bid as per the format enclosed vide Annexure-IV.

The work order will be awarded to the overall lowest quoted Bidder (L1) in the Price Bid.

The Institute reserves the right to accept or reject all the offers, including the lowest, without assigning any reason.

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General Term & Conditions

1) Delivery Schedule

- a. The successful bidder should complete the entire work within 60 days; the 5th floor to be completed in 30 days and the 6th floor to be completed in 60 days from the date of issue of work order.
- b. In case, the firm fails to complete work within specified period, the Work Order as a whole shall be terminated. Applicable penalties would be levied to the supplier/vendor. The decision of the competent authority in the matter of penalties would be final and binding.

2) Payment Terms

- a. No advance payment will be made in any case. However, part payment will be released to the extent of 90% of the work done as per the mutually agreed stages.
- b. The payment will be made on the basis of actual measurement.
- c. The Vendor shall raise invoices after completion of the agreed stages to the satisfaction of the Institute. Part payment will be made within 25 working days on receipt of bills with all the supporting documents.
- d. The final payment will be released on completion of the entire work and submission of all the necessary documents like Warranty Certificate from OEM with attestation and handing over document.
- e. TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.

3) Penalty Clause

Deficiency/delay in work/services, will be construed as lapses on the part of the vendor. Such lapses due to the Vendor will be viewed seriously and penalties will be imposed on the Vendor in case of any delay in completing the required work as covered by this Tender within the stipulated date and timings. The penalty will be 0.5% per day on the Work Order value beyond the agreed date of completion, with a maximum limit of 20%. The decision of the Competent Authority of the Institute shall be final and binding.

4) Warranty of Quality

- a. Defect Liability shall be for a period of 12 months for HVAC works from the date of completion/commissioning of the work.
- b. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole shall be terminated. Applicable penalties would be levied. The decision of the competent authority of IIM Tiruchirappalli in the matter of penalties, would be final and binding.

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5) Forfeiture of Earnest Money:

The earnest money will be forfeited in the following cases:

- i. Earnest Money is liable to be forfeited and the bid is liable to be rejected, if a bidder withdraws or amends or impairs or derogates from the tender in any respect within the period of validity and/or after opening the tender. Such bidders will also be blacklisted.
- ii. When information/certificate/document furnished is found to be false at any stage.
- iii. When the bid documents have been manipulated or altered after they are downloaded from the website.

6) Performance Security Details

- i. The successful Bidder will be required to remit an interest free Performance Security Deposit of 10% of the Work Order value through online transfer to IIM Tiruchirappalli Bank Account, within ten working days from receipt of the work order. The security deposit will be refunded to the vendor after completion of the Defect Liability for a period 12 months from the date of completion/commissioning of the work.
- ii. Performance Security will be forfeited if the vendor fails to perform/abide by any of the terms or conditions of the Contract.
- iii. In case, the Vendor fails to provide the required services as covered by this tender within a specified delivery period, the same services/items will be obtained from the open market, and the difference of cost, if any, will be recovered from the Performance Security or from the pending bill(s) of the defaulting firm or from the vendor if the recoverable amount exceeds the Performance Security and there are no pending bills due to be paid to the respective vendor.

7) Integrity Pact

- a) The Pact essentially envisages an agreement between the prospective vendors/ bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:
 - i Promise on the part of the principal not to seek or accept any benefit which is not legally available.
 - ii Principal to treat all bidders with equity and reason.
 - Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
 - iv Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.

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- v Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- vi Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.
- viii Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

The Bidder has to submit the Integrity Pact as per *Annexure-V*.

- 7. IIM Tiruchirappalli shall have the right to inspect and/or to test the goods used to complete the work to confirm their conformity to the Tender's Specifications at no extra cost to the Purchaser.
- 8. **Works Site Cleanliness:** During the work, the contractor shall always keep the working area and store free from waste or rubbish. On completion of work, he shall remove all debris, additional materials and leave the premises clean to the full satisfaction of the Institute
- 9. Some restrictions may be imposed for the movement of labour, materials etc., the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 10. The work will be carried out as per instructions of the Engineer-in-Charge at the site and nothing extra will be paid on this account.
- 11. The contractor shall bear all incidental charges for cartage, storage, and safe custody of the materials.
- 12. Whenever any reference to any Indian Standard specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to or revisions thereof, if any, up to the date of receipt of tenders.
- 13. The Contractor will have to work according to the program of work decided by the Engineer-incharge.
- 14. The contractor shall take instructions from the Estate Office for stacking of materials any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- 15. The Department shall not provide any store accommodation for the stores brought by the contractor or issued by the Institute.
- 16. Damage to the building during execution of work shall be made good by the contractor matching with the surrounding surface, otherwise the same shall be got done at the cost of working contractor.



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- 17. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIM Tiruchirappalli shall block his/ her tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.
- 18. **Authority of person signing document:** A person signing the tender application or any documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIM Tiruchirappalli may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
- 19. **Signing of Agreement:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a valid Rs. 300/- non-judicial stamp paper within ten working days from the issue of the Work Order along with interest-free performance security deposit. In the event of failure on the part of the successful bidder to sign the contract within the period stipulated above, the EMD shall be forfeited, and the acceptance of BID shall be considered as cancelled.
- 20. In respect of services rendered to IIM Tiruchirappalli, the Service Provider shall be liable for depositing all taxes, levies, cess, etc. to the concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
- 21. While making payment to the Service Provider, TDS and other statutory deductions will be effected by the Institute.
- 22. The Income Tax (TDS) shall be deducted at prevailing rate from the bills, as amended from time to time in accordance with the provisions of Income Tax Department, and the relevant certificate to this effect shall be issued by IIM Tiruchirappalli to the agency.
- 23. In case, the vendor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Tiruchirappalli is put to any loss / obligation, monetary or otherwise, IIM Tiruchirappalli shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. This shall be in addition to the right of IIM Tiruchirappalli to initiate penal measures against the Service Provider including the termination of the contract.
- 24. **Subletting of Work:** The firm/agency should not assign or sublet the work/job or any part of it to any other person or party. The Tender is not transferable. Only one Tender shall be submitted by one tenderer.
- 25. The Bidder should have requisite licenses from appropriate governmental regulatory bodies for operating the services in India, if applicable. (License documents obtained from Government authorities should be attached).



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26. <u>Jurisdiction:</u> All disputes arising out of this contract shall be subjected to the Courts at Tiruchirappalli.

27. Force Majeure:

- a. Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
- b. Force Majeure shall mean fire, flood, natural disaster, or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.



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ANNEXURE – I: PROFILE OF THE BIDDER

EMD Tra			ansaction Ref No:dated:					
Transaction/Exemptio n Eligibility Details		If exem	If exempted Provide Valid Certificate Number:					
S. No.	R	Required	information	Description				
1	Name of the agency	y / firm /						
2	Address of the ager	ncy / firm	n /company					
3	Legal status (Individual, proprie company, etc.)	etary, par						
			Name					
	Authorized Signatory Details		Designation					
			Email					
4			Phone					
			Name					
	Details of Contact other than Authorized Signatory		Designation					
			Email					
			Phone					
5	Month and Year of	commen						
6	,	ails	Registration number of the firm. (as per Shops and establishment act.).					
	(Photocopies to be attached):		PAN No. of the Agency					
accusion).			GST No. of the Agency					



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7	Has your firm/company ever changed its name any time? If yes, provide the previous name and the reasons there for?	
8	Have you or your constituent ever left the Contract awarded to you incomplete? If so, give name of the Contract and reasons for not completing the Contract.	
9	Brief details of Litigations, if any, connected with related Work, current or during the last three years, the opposite party and the disputed amount.	
10	Give details of Termination of previous Contract, if any	
	Details of bank manda	ate
	Name of the Beneficiary	
	Name of the Bank	
11	Name of the Branch	
	Account No.	
	Type of Account IFSC	
	IFSC Code No.	
12	Total experience (years/ months) Related work in Central Educational Institution/Organization:	
Т	experient the relevant field on contract basis during the last 5 v	2019 (from 2019 10 to 2022 22) Diago

Turnover in the relevant field on contract basis during the last 5 years (from 2018-19 to 2022-23). Please submit documentary evidence i.e. extract of Profit and Loss account, Balance Sheet & Income Tax return filed.

Financial Years	2018-19	2019-20	2020-21	2021 – 22	2022-23	
Details of Gross Annual Turnover - (Rs. in Lakhs)						
Average Turnover in last Five years	INR in Lakhs					



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List of present and past clients in the following format. The information provided will facilitate evaluation of Technical Bid (**Please use separate sheet if required without changing the format**). Please attach client certificate and work orders etc., clearly giving period of contact.

Sr. No.	Name of the organization with complete postal address	Nature or type of work undertaken	Period for which the contract is/was awarded	Work order Value INR	Name and designation of the contact person with Tel. / Mobile No (s), Email ID
1					
2					
3					
4					
5					
6					
7					
8					
9					



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ANNEXURE-II: (PRICE BID - BOQ)

S.NO	DESCRIPTION	UNIT	QTY	Rate Per Unit	Total Amount		
VRF/VRV AIR CONDITIONING							
1	Supply Installation, Testing & Commissioning of modular type Variable Refrigerant Flow/Variable Refrigerant Volume air cooled Outdoor units suitable for cooling and heating, having all hermetically sealed inverter type Scroll Compressor(s), minimum two compressors for above 14 HP modules, microprocessor based Controller, top discharge type condensing unit(s), with R 410 A Refrigerant, vibration isolators, with suitable foundation etc. complete as required. The unit shall deliver the rated capacity at AHRI Conditions and work even at 50°C ambient temperature without tripping. The unit shall be suitable to work on 400V +/- 10%, 3 Phase, 50Hz AC power supply. The unit shall be filled with first charge of the refrigerant and ready for use as required. The COP at AHRI conditions shall not be less than 3.1 and IEER not less than 6.5. The noise level shall not be more than 68 dB when measured horizontally 1m away and 1.5m above ground level. Including lifting & shifting of ODU (Outdoor unis) (According to site requirements, each floor should have three outdoor units. and it is essential to group the same).	НР	130				
2	Supply, installation, testing and commissioning of following minimum capacity 4-way flow VRV/VRF Cassette Type Indoor ceiling mounted unit equipped with synthetic washable media pre-filter, fan section with low noise fan/dynamically balanced blower, multispeed motor, coil section with DX Copper coil, electronic expansion valve, outer cabinet, drain pump, grill, necessary supports, vibration isolation, cord less remote control etc., suitable for operation on single phase 230 V ± 10%, 50Hz AC supply, complete, as required. The unit shall have automatic force shut down provision in case of fire on receiving signal from BMS System. The cooling capacity of indoor unit will be at air inlet conditions of 27 Degree C DB and 19 Degree C WB temperature. (Noise level in conditioned spaces due to all refrigeration and air conditioning equipment shall not exceed 48 dB when measured at any point in occupied spaces less than 150 cm above floor level and not closer than 150 cm from any supply air register)						



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	T				
a	2 TR	Each	2		
b	3.2 TR	Each	28		
3	Supply, installation, testing and commission High wall type Indoor unit equipped with wa low noise fan/dynamically balanced blower, melectronic expansion valve, outer cabinet, accessories etc., suitable for operation on 2 complete as required. The unit shall have autoreceiving signal from BMS System. The coconditions of 27 Degree C DB and 19 Degree spaces due to all refrigeration and air condimeasured at any point in occupied spaces less 150 cm from any supply air)	shable synultispeed cord less 230 V ± omatic folloling cap tee C WB tioning e	onthetic in dimotor, of remote 10%, 50 rece shut coacity of temperary quipmen	nedia pre-filter coil section wit control, drai Hz, single p lown provisior indoor unit w ture.(Noise lev t shall not exc	r, fan section with th DX copper coil, n pan, necessary phase AC supply, n in case of fire on will be at air inlet wel in conditioned ceed 48 dB when
a	0.6 Tr capacity	Each	12		
b	1 Tr capacity	Each	1		
c	2 Tr capacity	Each	9		
4	Supply, Installation, testing and commissioning of following nominal sizes of soft/hard drawn complete with fittings, with suitable adjusts including accessories, insulated with XPLE Collection elastomeric nitrile rubber tubular sleeves see Suction and Liquid lines, all accessories as poworks.	n copper able ring lass-O tu ctions of	refrigerand type has bular ins specifie	nt piping for V inger supports sulation/with C d thickness as	RV/VRF system, , jointing/brazing class-O closed cell s given below for
a	19 mm dia (OD) (Hard drawn) with tube thickness 1.2 mm with 19 mm thick insulation	Mtr	800		
b	12.7 mm dia (OD) (Hard drawn) with tube thickness 1.2 mm with 19 mm thick insulation	Mtr	150		
c	15.86 mm dia (OD) (Hard drawn) with tube thickness 1.2 mm with 19 mm thick insulation	Mtr	150		
d	31.8 mm dia (OD) (Hard drawn) with tube thickness 1.62 mm with 19 mm thick insulation	Mtr	700		
5	Supplying and installation of drain pipe				
		i e	ii	Ĩ	
a	32mm dia	Rmt	300		



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6	Supply and fixing of refnut joints/Branch Distributors, T,Y joint for indoor & Outdoor units	Nos	50					
7	Supply and installation of factory fabricated Ducts should be made as hollow profiles and SMACNA. Duct shall be using fully threaded condition.	d then de	livered to	sites, the due	cts shall be as per			
a	24 Gauge(0 to 750 mm)	Sq mt	100					
8	Supply and Installation Of GSS m with Blower, casing, terminal, Bird shield/g		oinet/circ	ular Inline	Fans complete			
a	950 CFM 20 mm static Inline Fan	Nos	4					
b	650 CFM 15 mm static Inline Fan	Nos	2					
9	Supply and Installation of 26 GS GSS Round	Duct for	fresh air	, complete as	per site condition.			
a	150 mm Dia	Rmt	100					
10	Supply and Installation of uninsulated Aluminium Flexible duct for termination near indoor, complete as per site condition.							
a	150 mm Dia	Rmt	60					
11	Supply and Installation of GSS/GI Rouindoor unit	ınd Col	lar for	fresh air co	onnection to the			
a	150 mm Dia	Nos	38					
12	Supply and Installation of Extruded Aluminium powder coated Fresh air Louver.	Sq mt	1					
13	Supplying and Charging of R410a Refrigerant	KG	140					
14	Supply fabrication and installation of MS Fabrication work for VRF outdoor units complete with epoxy paintings, vibration isolation pads, supports, hangers, railing, brackets and GI Tray etc., as required.	Nos	6					
Tota	l Amount including Supply, Installation, Te Shifting, laying, Fixing, Labour and I Transportation an	Packing,	Loading	, Unloading,				



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ANNEXURE- III: SUBMISSION OF TENDER DOCUMENT

Application Form for submission of Tender Document

The Chief Administrative Officer (i/c), Indian Institute of Management Tiruchirappalli, Trichy-Pudukkottai Main Road, Tiruchirappalli 6200 24.

Subject: Tender for the Supply, Installation, Testing and Commissioning of HVAC works (in Fifth and Sixth floor) at Chennai Campus of IIM Tiruchirappalli.

Reference: Tender Notice published in IIM Tiruchirappalli website. - *Tender No:* <u>24SP022T dated:</u> <u>18.04.2024</u>

Dear Sir,

With reference to the tender notice published in above mentioned website, I/We hereby submit my/our Tender in a required format. I/We have carefully gone through the terms and conditions and prescribed given and I/We accept the same without any alterations / modifications.

	is certi ri	fied that I,						(name	of the person) S/o
a)	am	authorized	to	sign	this	document	on	behalf	of	M/s. (the name of the
	any o		nt Organ	ization /	Agencie	es in the past ar				er been blacklisted by ase registered against

- b) hereby certify that none of my relative (s) as defined in the tender document is / are employed in IIM Tiruchirappalli as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIM Tiruchirappalli shall have the absolute right to take any action as deemed fit / without any prior intimation to me.
- c) further declare that:
 - i. All the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our Agency does not satisfy the eligibility criteria, our candidature/empanelment is liable to be cancelled/ terminated.
 - ii. I understand that the decision taken by the IIM Tiruchirappalli is final and binding in all matters.



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iii. I hereby agree to work as per the terms and conditions stipulated by IIM Tiruchirappalli. I understand that the IIM Tiruchirappalli reserves the right to accept or reject and to cancel the Tender and reject all bids at any time prior to the award of the contract, without detailing any specified reasons whatsoever

Place:	Signature
	Name
Date:	Designation:

Seal of agency / Firm / Company



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Phone: 0431-250 5121/5122 | E-Mail: purchase@iimtrichy.ac.in

ANNEXURE – IV: LETTER OF AUTHORISATION

LETTER OF AUTHORISATION FOR ATTENDING SITE VISIT / PRE-BID MEETING / TECHNICAL BID / PRICE BID OPENING

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The CAO (i/c)

IIM Tiruchirappalli	
Pudukkottai Main Road	
Tiruchirappalli - 620 024	
Subject: Authorization for attending SITE VISIT / PRE-BID MEETING / TECHNICAL BID / PRICE BID OPENING on(date) in the Tender for the Supply, Installation, Testing Commissioning of HVAC works (in Fifth and Sixth floor) at Chennai Campus of IIM Tiruchirap	g and
Following persons are hereby authorized to attend the Pre Bid for the Tender mentioned above on b	ehalf
of(Bidder) in order of preference given below.	

Order of preference	Name	Designation	Contact No	Specimen Signatures
I				
II				

Alternate Representative

Signatures of Bidder or
Officer authorized to sign the bid documents on behalf of the Bidder.

Notes:

- 1. Maximum of two representatives will be permitted to attend Pre Bid Meeting / bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.



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ANNEXURE V: INTEGRITY PACT

This Integrity Agreement is made at on this day of 2024 BETWEEN
The Director, IIM Tiruchirappalli represented through Chief Administrative Officer, IIM Tiruchirappalli, (Hereinafter referred as the IIM Tiruchirappalli, Trichy - Pudukkottai High Road, Trichy - 620 024, "Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
AND
(Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender No 24SP022T dated 18.04.2024 (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the Supply, Installation, Testing and Commissioning of HVAC works (in Fifth and Sixth floor) at Chennai Campus of IIM Tiruchirappalli, 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 of 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 witnesses 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.

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- 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 Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal/Owner shall endeavour 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 offence 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 IIM Tiruchirappalli / Department all suspected acts of fraud or corruption or Coercion or Collusion of which 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 take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during 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 Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement (b) 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.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of 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.

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- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all 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 offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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 the detriment of the IIM Tiruchirappalli 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 Institute reserves the right to cancel the Tender. 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 EMD/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 Earnest Money Deposit, 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 IPC 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 confirming 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.

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- 2) If the Bidder makes 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 12 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, IIM Tiruchirappalli.

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 intensions.
- 5) It is agreed term and condition 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/Contact documents with regard any of the provisions covered under this Integrity Pact.



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above mentioned in the presence of following witnesses:
(For and on behalf of Principal/Owner)
(For and on behalf of Bidder/Contractor)
WITNESSES:
1(Signature, name and address)
2(Signature, name and address)
Place:
Dated:



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CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER

Sl. No	Covers	Details	Remarks	Tick (√)				
1	(Cover 1)	All the documents and Annexures, except Price	Bid document.					
2	(Cover 2) Only Price Bid documents as per <u>Annexure – II</u>							
3	Whether GS	T Registration Certificate is enclosed.						
4	Whether PA	N is enclosed.						
	document) a	Whether duly filled in Technical Bid documents (i.e., Annexure-I to the tender document) along with all the related enclosures have been enclosed with the Tender:						
	_	istration/ Incorporation details of the bidding firm						
	Part	numents in support of Legal Status of the Bid nership Deed or Articles / Memorandum of A nership firm or Private Limited Company.						
	iii. Aut	horization / Power of attorney for signing the tend	ler document					
		lited Annual Accounts, Income Tax Return and five consecutive financial years i.e., 2018-19 to 2						
	v. Details of completed contracts in the prescribed format during the last five years along with proof with verifiable contacts.							
		etailed proposal from the vendor for a manpower floors. Shift wise deployment of manpower along						
5	•	gram Chart for completion of work in time (from standard be enclosed with the Technical bid documents).	, 1 0					
	veri	ails of ongoing contracts in the prescribed form fiable contacts. vii. All other information uments/proof desired in the Tender document.						
6	Whether Technical Bid documents as per <u>Annexure-I</u> of the tender document is submitted.							
7	Whether Undertaking, Near Relative and Declaration Certificate as per <u>Annexure-III</u> to the effect that the bidder had never been blacklisted by any of the Government Organization / Agencies is submitted.							
8	Signed copy of the Integrity Pact as per <u>Annexure -V</u>							
9	Whether Technical Bid documents and all the required enclosures to the Technical Bid are serially numbered and over writing/ erasures, if any, in the technical bid duly been signed and endorsed with seal?							
10		Index or Table of Content of all enclosures to the attached with the Technical bid, to facilitate quick						
11	Whether Ter	nder documents have been signed with seal in all	the pages by the bidder.					



