



Ref: Tender No: IIMV/PMO/T/06/2018-19

Date: May 30, 2018

Tender document for “Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories at student Hostel of Indian Institute of Management Visakhapatnam”.

Last date for submission of technical & Commercial bids	11-6-2018, 3:00 PM
Opening of technical bids	11-6-2018, 4:00 PM
Opening of Commercial Bids	Of only those bidders, who qualify in the technical evaluation.

Address:

Andhra Bank School of Business Building

Andhra University Campus

Visakhapatnam-530003

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**INDIAN INSTITUTE OF MANAGEMENT VISAKHAPATNAM
OFFICE OF THE PROJECT MANAGER - INFRASTRUCTURE
ANDHRA BANK SCHOOL OF BUSINESS BUILDING
ANDHRA UNIVESITY CAMPUS
VISAKHAPATNAM 530 003**

1. NOTICE INVITING TENDER (NIT)

IIMV/PMO/T/06/2018-19 dated May 30, 2018

SUB: Supply Installation Testing Commissioning of “Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories student Hostel of Indian Institute of Management Visakhapatnam”

Indian Institute of Management Visakhapatnam invites tender for Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories student Hostel of Indian Institute of Management Visakhapatnam”

2. Tender details:

1	Ref. No. IIMV/PMO/T/06/2018-19 dated May 30, 2018				
2	Name of the work	“Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories student Hostel of Indian Institute of Management Visakhapatnam”			
3	Type of Tender	Cost of Tender in Rs.	EMD in Rupees	Estimated Cost in Rupees	Contract Time period
	Item Rate	500/-	56,459/-	28,22,925/-	21 days
4.	Tender Cost / Tender document charges of Rs. 500/- & EMD of Rs. 56,459/- (Rupees Fifty six thousand four hundred and fifty nine only) to be paid through e-Procurement portal while uploading documents.				
5	Last Date for Submission of Tender and for payment of Tender Cost& EMD	June 11, 2018; 3:00 pm			

6	Date and time of opening of tender (Technical Bid)	June 11, 2018 at 4:00 pm.	
7	Date and time of opening of tender (Commercial Bid)	Of only those bidders, who qualify in the technical evaluation.	
8	Sale of Tender Document	The tender document can be downloaded from the websites www.tenderwizard.com/IIMVor http://www.iimv.ac.in/tender-notices.html	
9	Place of the submission	Submission through e-portal: www.tenderwizard.com/iimv	
10	Eligibility Criteria	The bidder must comply to the eligibility criteria indicated in the Technical Bid Evaluation Process	
11	Regulatory/ Statutory Compliances	The Bidder must have PAN Number, GST Registration Number,	

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INDIAN INSTITUTE OF MANAGEMENT VISAKHAPATNAM

Subject: Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories student Hostel of Indian Institute of Management Visakhapatnam

Tender details:

3. OVERVIEW:

- a. Indian Institute of Management Visakhapatnam (IIMV, the Institute) was set up in 2015 in Visakhapatnam by the Government of India, Ministry of Human Resource Development. Presently, IIM Visakhapatnam operates from Andhra University Campus.
- b. IIMV is desirous of hiring a contractor for “Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories student Hostel of Indian Institute of Management Visakhapatnam”
- c. Bids are invited from eligible bidders directly based on the eligibility criteria and general terms and conditions mentioned below. Interested bidders may download the copy of the document from websites, i.e. www.tenderwizard.com/IIMV or <http://www.iimv.ac.in/tender-notice.html>.
- d. Interested bidders are required to pay a Tender Cost of Rs.500/- (Rupees Five hundred only) and Earnest Money Deposit (EMD) of Rs. 56,459/- (Rupees Fifty-six thousand four hundred and fifty-nine only) as prescribed in the Notice Inviting Tender through e- procurement portal.
- e. Earnest Money Deposits (EMD) of the unsuccessful bidders shall be returned to them after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The return of EMD to the contractor (successful bidder) shall be released after the work is completed to satisfaction of IIM V.
- f. The last date for submission of Technical Bid along with Tender Cost & EMD is June 11, 2018; 3 PM. All such received Technical Bids will be opened at 4 PM on the same day i.e. June 11, 2018.
- g. A Committee duly constituted by the Competent Authority would evaluate the eligibility documents submitted by the bidders and the Financial Bid (i.e. Commercial or Price Bids) of the eligible bidders only shall be opened.

- h. The tender document can be downloaded from www.tenderwizard.com/IIMV or <http://www.iimv.ac.in/tender-notices.html>. Any corrigenda or amendments will be posted on the Institute's website only and the Bidders are advised to keep visiting the Institute's website regularly for updates/changes.

4. **TERMINOLOGY:**

Definitions - Throughout this RFP/NIT, unless inconsistent with the subject matter or context:

- i. **Supplier/ Contractor/ Vendor** - Selected Bidder under this RFP/NIT.
- ii. **Company/ Purchaser/ IIM Visakhapatnam**- Reference to the "IIM Visakhapatnam", "Company" and "Purchaser" shall be determined in same context and referred as "IIM Visakhapatnam".
- iii. **Proposal/ Bid** - the Bidder's written reply or submission in response to this RFP/NIT
- iv. **RFP/NIT** - the request for proposal (NIT - this document) in its entirety, inclusive of any Addenda that may be issued by IIM VISAKHAPATNAM.

5. Eligibility Criteria.

Following eligibility criteria required to be fulfilled by the tenderer:

- a) **Work Experience:** The bidders having experience of successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. *The works completed up to previous day of last date of submission of tenders shall also be considered.*

Three similar works, each of value not less than Rs. 12, 00,000/-,

OR

Two similar works, each of value not less than Rs. 18, 00,000/-,

OR

One similar work of value not less than Rs. 24, 00,000/-,

(Similar work means Work of Electrical works/Air-conditioning works)

Scanned copy of Certificates issued by Client Organizations in support of above should be uploaded

- b) **Annual Financial Turnover:** Should have had average annual financial turnover at least 100% of the estimated cost put to tender during the last three years from the overall business ending March 31, 2017. (Scanned copy of audited balance sheets/ certificate from chartered accountant to be uploaded) and should not have incurred any loss in the last three years.

Scanned copies of following documents to be uploaded

- c) Registration of GST
d) PAN (Permanent Account Number)
e) Latest IT returns for the FY 14-15, 15-16 & 16-17
f) Worker(s) of Bidder who shall install electrical/HVAC appliances should possess a valid Electrical license. Details of such worker(s) including copy of license proposed to be engaged on the work to be uploaded.
g) Self-declaration, declaring bidder has not been blacklisted by a Central/ State / Local Government Organization/ Academic Institution /PSU

6. General terms & Conditions

1. Indian Institute of Management Visakhapatnam reserves the right to accept or reject any or all the tenders or cancel this process at any time without assigning any reason whatsoever.
2. The bidders, who do not meet the eligibility criteria; or do not submit all the necessary documents in support of the eligibility criteria; or do not submit documents that are complete and valid - shall be disqualified.

3. Bidders are requested to download the document from www.tenderwizard.com/IIMV or <http://www.iimv.ac.in/tender-notices.html> for submission. Cost of tender documents shall be deposited as given in the Notice Inviting Tender.
4. Contract Period: The contract shall complete all the works awarded within 21 days from the date of award of contract.
5. The financial bids of only short-listed bidders who have qualified in the technical evaluation shall be opened. The decision of IIMV on technical bid evaluation is final and binding on all the bidders. Only the technically qualified bidders shall be intimated the date of opening of the financial bids.
6. If the last date of opening of the offer coincides with a holiday, then the next working day shall be receiving/opening date.
7. In the event of increase in the taxes and levies implemented by the Government(s) during the contract period, the same shall be paid by bidder.
8. Validity of prices quoted in financial bids: The validity of prices quoted in the financial bid by the bidders is for a period of 60 days from the date of opening of the financial bid.
9. IIMV reserves the right to reject all or any of the bids at any stage without assigning any reasons whatsoever and the decision of IIMV in the matter shall be final and binding on the bidders.
10. All “Conditional Bids” shall be rejected.
11. IIMV shall correspond only with the technically Qualified bidders.
12. Any form of canvassing/influencing will attract rejection of bid submitted by the bidder and the Institute reserves the right to take such penal action (e.g. blacklisting the Bidder for the present and future etc.) as it deems fit.
13. Irrespective of the offers received or their competitiveness, the final decision on choosing a bidder, will vest in entirety with the IIMV.

14. The bidder is expected to examine all instructions, terms and specifications in the tender document. Failure to furnish all information required or to submit a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid. Prior to detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honour the terms and conditions of contract etc. will be deemed to be material deviations. If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the bidder by correction of the non-conformity. Only those bidders whose Technical bids have been found substantially responsive would be informed by the Institute about their responsiveness. The Institute will evaluate and compare the financial bids of only those Technical bids which have been determined to be substantially responsive. The Institute will award the contract to the successful bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be substantially responsive and is the lowest evaluated bid.
15. "Bidder must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer".
16. If any stage it is found that any of the details/documents furnished by the bidder is false/misleading/fabricated, his/her/its bid would be liable for cancellation without intimation to the bidder.
17. The offer should remain valid for 60 days. During the validity period of the offer, the bidder should not withdraw/modify the offer in terms of terms and conditions quoted in the Technical Qualification.
18. Notwithstanding anything contained above, the Institute reserves the right to reject all or any bid as recommended by the Tender Committee and is not bound to divulge any reason to the unsuccessful bidders

19. Payments: 100% of the Payments shall be made on Successful completion and handing over along with installation reports, manuals, manufacturer warranty cards. TDS and other taxes/duties will be deductible as applicable as per Government of India rules.
20. Mode of Issue of Notice: Any notice sent by Speed Post only by either party to the addresses recorded in the Contract shall be deemed to have been properly served for any of the purposes mentioned herein.
21. Advance Payment: IIM Visakhapatnam will not pay any advance payment (s) against supply material or against Proforma invoice to vendor.
22. The contractor shall not employ any person who has not completed eighteen years of age.
23. The contractor shall comply all the statutory and legal provisions as laid down under various Labour Laws from time at his own cost. In case of violation of any statutory provisions or any other applicable laws, IIM Visakhapatnam will not be held responsible.
24. Arbitration: All disputes in connection with the execution of contract shall be settled under the provisions of Arbitration and Conciliation Act 1996 and the rules framed there under and in force shall be applicable to such proceedings. The Competent Authority of IIM Visakhapatnam or a person nominated by him/her shall be the sole Arbitrator. The cost of arbitration shall be borne equally by both the parties.
25. Jurisdiction: All disputes shall be subject to the Civil Court jurisdiction of Visakhapatnam, Andhra Pradesh, India only.

7. Scope of work:

Supply, Installation, Testing and Commissioning of the following:

1. Split Air Conditioner - 45 Nos
2. Electrical Geysers - 39 Nos
3. Washing Machines - 10 Nos
4. Refrigerators - 10 Nos
5. Televisions - 10 Nos

8. Service Terms & Conditions

1. The vendor/contractor will be responsible for any mishap or accident during the installation /maintenance of the equipment which may occur due to negligence on part of the vendor.
2. The vendor/ contractor shall pay and be responsible for payment of all taxes, duties, levies, fees, costs or charges in respect of the products/ Equipment and services rendered to IIM VISAKHAPATNAM as part of the contract. The vendor/contractor shall indemnify and keep indemnified IIM Visakhapatnam against claims in respect of above taxes, levies, duties, fees, costs, charges etc. All of the aforesaid taxes, duties, levies, fees, cost and charges shall be to the vendor/ contractor's account and IIM Visakhapatnam shall not be required to pay any additional or extra amount on account of variation of the above charges if any, till the completion of work as per the contract to the satisfaction of IIM Visakhapatnam and no extra claim on this account will be entertained in any case.

9. Terms & Conditions

1. Bidders are expected to substantiate their offers by providing all necessary datasheets and testimonials of existing installations. Bids with commercial for all the items will be selected for subsequent process.
2. Rates quoted by bidder in the Price bid is Inclusive of Supply, Installation, Testing and Commissioning and one-year warranty (All the equipment supplied should have a one-year warranty in the name of IIM Visakhapatnam).

10. Procedure for Opening & Evaluating of Tender Bids (Technical):

- a) The Committee or a Sub-Committee constituted by the Institute will open the Technical bids in the presence of the bidders or their duly authorized representatives (max one person/representative per bidder), on the date and at the time herein specified.
- b) Price bids shall be opened of those bidders who meets the eligibility criteria specified in clause number 5

11. Safety Codes

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
6. Every opening in the floor of a Building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.

13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

12. Fire Safety

1. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
11. Passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. None of the fire extinguishers shall be removed/shifted from its designated location.
13. Power supply shall be switched off from the mains when equipment is not in use.

14. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
15. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Agreement

Format for Agreement

THIS AGREEMENT made at IIM Visakhapatnam on the _____ day of 2018 between Indian Institute of Management Visakhapatnam Andhra Bank School of Business Building, Andhra University campus, Visakhapatnam (hereinafter called "The IIM Visakhapatnam " which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part AND

(Herein after called "The Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS

The IIM Visakhapatnam is desirous of carrying out the work of "Construction of interior fit out for Class rooms, Meeting Room & Allied works in the Transit campus of IIM Visakhapatnam"

The Works are to be executed as per the schedules mentioned in tender document drawings and specifications describing the works to be done.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and Sanitary arrangements for workers, Specifications, Preambles and Schedule of Quantities and installation schedule (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of work & technical specifications annexed hereto at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said tendered amount).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM Visakhapatnam to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown upon the said specifications, drawings & other conditions and strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexures hereto shall be read and considered as forming part of this contract and the parties hereto shall

respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.

3. The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.
4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a contract on item rate basis to be carried out and to be paid for according to the Schedule of Payments at the rates contained in the Schedule of Quantities.
5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer In charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
6. The IIM Visakhapatnam reserves to themselves the right of altering the drawings, specifications and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work within 7 days from the date of work order or from the date of handing over of the site, as provided for in the said terms and conditions, whichever is later, and shall complete the entire work within the specified period, subject nevertheless the provisions for extension of time as may be agreed to by the IIM Visakhapatnam and as contained in the said conditions.
8. All payments by the IIM Visakhapatnam under this contract shall be made only at IIM Visakhapatnam.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Visakhapatnam and courts in Visakhapatnam only shall have jurisdiction to determine the same.
10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of Director IIM Visakhapatnam.
11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM Visakhapatnam, and the duplicate with the Contractor.

IN WITNESS WHEREOF the IIM Visakhapatnam has set his hands hereunto and two duplicates hereof through his duly authorized official and the Contractor has caused

these presents and two duplicates hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED, SEALED AND DELIVERED by IIM Visakhapatnam, by the hand of

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s.

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

ANNEXURE-I

Bidder's Particulars

Bidders Particulars- Annexure I		
Sl.No	Particulars	Details
1	Bidder's name/ Organization Name	
2	Address for communication	
3	Contact Details	
	Designation	
	Telephone Number office	
	Mobile Number	
	Email Id	
4	PAN Number	
5	GST registration number	
6	Bank Particulars	
	Account name	
	Type of A/c: (SB/CA/CC)	
	A/c No.	
	IFS Code	
	Name of the Bank	
	Branch	

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No. Tender No: IIMV/PMO/T/06/2018-19 for the work of **“Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories student Hostel of Indian Institute of Management Visakhapatnam”**

Dear Sir,

It is here by declared that IIM Visakhapatnam is committed to follow 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 Visakhapatnam.

Yours faithfully

Project Manager- Infrastructure

INTEGRITY PACT (IP)

(Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹100/- duly signed by the person(s) signing the bid)

This Integrity Agreement is made at on this day of
20__

BETWEEN

The Director, IIM Visakhapatnam represented through _____,
(Hereinafter referred as the IIM Visakhapatnam, Andhra Bank School of Business Building, Andhra University Visakhapatnam - 530003, 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
..... (Name and Address of the
Individual/firm/Company)
through.....
(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 (NIT No. IIMV/PMO/T/06/2018-19) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories student Hostel of Indian Institute of Management Visakhapatnam". 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 relationship 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

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. 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;
2. 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.
3. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature. 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 competent vigilance official 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 Visakhapatnam / 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:
 - a) 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.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any 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.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(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.
- e) 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.
- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) 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 Visakhapatnam interests.
- h) 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 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.

- 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 Visakhapatnam.

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 an 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.

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:

..... (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:

Price Bid

Sl. No.	Description of the Item	Unit of Material	Qty	Rate (including GST)	Amount in Rs
(1)	(2)	(3)	(4)	(5)	(6)=(4)*(5)
1	Supply, Transportation and fixing of storage / Pressure type vertical 230/250V Single Phase 2000 Watts [2.0 KW] ISI Mark 3 Star rated water heater with SS steel tank and ABS plastic body of 15 Lit capacity to with stand up to 6.5 bar of water pressure including valve on outlet side including cost of 2 No's Nylon / PVC/ Metallic Hose pipe, connection to water supply inlets and outlets complete in all respect and testing inclusive of all labor charges complete. Makes: Bajaj/Havells/Racold/Crompton greaves	No.	39		
2	Supply, Transportation , Installation, Testing and commissioning of 1.5 Ton 3 star inverter Split Air conditioners suitable for operation on AC Supply single phase 50Hz 230V with hermitically sealed compressor with air cooled condenser [Copper] , motor capacitor and start run capacitors, relay and over load protector internal unit , with one indoor unit and one out door unit. The condenser unit will be placed outside the room at location as per directions of authorised representative of IIM Visakhapatnam to avoid noise including standard length of suitable size copper tubing covered with insulation tube. [High wall chorded/ cordless] 3CX2.5 Sq.mm Sheathed/ PVC Copper cable, 15A plug top and a battery operated wireless remote unit, including Supply and fixing of MS Frame/Stand	No.	45		

	suitable for mounting the outdoor units(including painting for stand/frame) Make: LG / Daikin / Samsung /Voltas				
3	Supply and installation of 40 mm dia. PVC pipe for drain for condensate water with necessary fixing material [PVC/ wooden batten, GI clamps, solution for jointing and screws as per site requirements and] including Tees, elbows, bends etc. as per directions of authorised representative of IIM Visakhapatnam	Mtr.	270		
4	Supply and drawing of 3Cx2.5sqmm Flexible Multicore Cable manufactured with electrolytic grade flexible copper with low conductor confirming to table -3 Class 5 of IS:8130-1984 and PVC insulation and sheathed suitable for working voltage up to 1100 Volts. Make Finolex/ Poly cab with necessary fixing material	Mtr.	50		
5	Supply and installation of single door above 170 L Capacity of Refrigerator 3 Star rating energy efficient 230/240V AC operated, Direct cooled Toughened glass shelves inside. Make: Samsung/LG/Godrej	No.	10		
6	Supply and installation of fully automatic top loading washing machine of above 6 kg capacity with stainless steel drum. Make: Samsung/LG/Godrej	No.	10		
7	Supply and installation of Wall mounting 32 inches HD Ready LED TV Make: LG/Samsung/Sony	No	10		
		Total			



IIM

भारतीय प्रबंध संस्थान विशाखपट्टणम
Indian Institute of Management Visakhapatnam

E-Tender Notice

IndianInstituteofManagementVisakhapatnaminviteselectronictenderforTender for “Supply Installation Testing Commissioning of Air conditioners, Electrical Geysers, Washing Machines, Refrigerators and Televisions along with Accessories student Hostel of Indian Institute of Management Visakhapatnam”.

The Tender document should be electronically submitted on or before **11.6.2018 at 3:00 PM.**

The details of e-tender notification and TENDER document bid can be downloaded at www.tenderwizard.com/IIMV or from IIMV website (www.iimv.ac.in)

For further details one Tender participation, please contact KEONICS Help desk on Ph.: 080-49352000/9686196760/9686196765

E-mail: Prabhuswamy@etenderwizard.com ; mohan@etenderwizard.com,

Sd/-

Project Manager-Infrastructure
Indian Institute of Management Visakhapatnam

TENDER EVENTS:

1	TENDER inviting date	31.05.2018
2	Tender No/Ref No/NIT No	IMV/PMO/T/06/2018-19
3	IIMV -Division Name	Projects/Estate/Engineering
4	E-Tender processing fee payable to KEONICS through e Payment mode using Credit/Debit/Net banking mode	Rs.3,500/-plusGST Applicable
5	Tender Processing Fee payable online	500/-
6	Earnest Money Deposit(EMD)/Bid Security Payable online only	56,459/-
7	Remittance of e-Tendering processing Fee for Online Closed Bidding, Training and downloading.	31.05.2018, 10:00 Hrs to 11.06.2018, 15:00 Hrs
8	Last Date and time of closing of Uploading of TENDER documents	11.06.2018, 15:00 Hrs

e-Tendering Guidelines to Vendors

1. Vendors must have Class 2/3 Digital Signature Certificate to participate in the tender (To obtain DSC, please contact KEONICS help desk)
Phone: 08040482113
Email id: hemamalini.s@antaressystems.com

Note: If Vendors already having Digital Signature Certificate then no need to buy the digital signature again.

2. Bidders should register themselves in the website www.tenderwizard.com/IIMV. To activate the user ID and password, kindly pay the Registration fee of Rs.2, 000 plus

Tax by paying online payment through credit card/Debit card /Net banking in the website.

3. Tender will not be accepted after the date and time fixed for receipt of tenders as set in Tender notice or subsequent extensions if any.

4. Relevant documents in proof have to be uploaded wherever required and Hard copy to be submitted.

HELPDESK:

To get in touch with one of our customer service representatives, please refer the help desk numbers provided on the home page or call the following number:
Bangalore: 080 40482000

1. Prabhuswamy: 09686196760 / Prabhuswamy@etenderwizard.com

2. Mohan Kumar: 09686196765/ mohan@etenderwizard.com

Communication Address

KEONICS Help Desk

No. 24, 3rdstage, 4thBlock,

Basaveshwaranagar,

Bangalore- 560079

Fax :08040482114

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