



Indian Institute of Information Technology Sri City, Chittoor

NOTICE INVITING TENDER

[Technical bid and Price bid system – e-Procurement mode]

Tender Notice No.: IIITS/NIT/VRV AC/2023/002, Dt. 10.01.2023

Notice inviting E-Tenders through e-Wizard portal from resourceful agencies under two bid system (Technical bid and Financial bid) for **“Design, Supply, Installation, Testing and Commissioning of VRV Type Air Conditioning System in Academic Block of Indian Institute of Information Technology Sri City, Chittoor as per the requirements & specification”**

Bid Issue Date	January 10, 2023
Pre Bid Meeting Date	January 20, 2023 at 11.00 Hrs
Pre Bid Meeting Place	PMC Office , IIIT Sri City
Last Date of e-Bid Submission	January 31, 2023 up to 14:00 Hrs
Date of Bid Opening	January 31, 2023 at 14:10 Hrs
Submission of offer	E-tendering through https://mhrd.euniwizarde.com only
Earnest Money Deposit (EMD)	The Earnest Money Deposit amounting to Rs.1,00,000/- (Rupees One Lakh only) must deposit through RTGS / NEFT to IIIT Sri City Chittoor Opex Account (Bank details are in Page 3)
Performance Bank Guarantee	5% of the total annual value of the award of contract

Col.T.Umasankar, Retd.
Registrar

**Design, Supply, Installation, Testing and Commissioning of
VRV Type Air Conditioning System in
Ground and First Floor of Academic Block,
Indian Institute of Information Technology Sri City, Chittoor**

PART - I

TECHNICAL BID

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NOTICE INVITING TENDER**Part A – Techno-commercial Bid****SCHEDULE - 1: INSTRUCTIONS TO BIDDERS**

1. Notice inviting e-Bids: e-Bids are invited under two bid system (Technical bid and Financial bid), by the Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Tirupati District, Andhra Pradesh from the eligible manufacturers / Dealers of the VRV Type Air Conditioning System for “Design, Supply, Installation, Testing and Commissioning of VRV Type Air Conditioning System in Academic Block of Indian Institute of Information Technology Sri City, Chittoor as per the requirements & specification” mentioned in the Tender document.

Name of work	EMD (Rs.)	Time for Completion	Last date and time of receipt & opening of Tender
Design, Supply, installation, testing and commissioning of VRV Type Air Conditioning System in Academic Block at IIIT Sri City.	1.00 Lakh	3 Months	January 31, 2023 up to 14:00 Hrs & January 31, 2023 up to 14:10 Hrs

2. Issue of Tender Document:
- The Tender documents can be downloaded from institute website www.iiits.ac.in and <https://mhrd.euniwizarde.com/> and <https://eprocure.gov.in/cppp/>
 - Any change that will be made in the Tender document by the Competent Authority after issue of the Tender can be checked from <https://mhrd.euniwizarde.com>, www.iiits.ac.in and <https://eprocure.gov.in/cppp/> in the form of Corrigendum/Addendum for incorporating the same in the Bid document before submitting the Bid. The prospective bidders are requested to visit <https://mhrd.euniwizarde.com>, www.iiits.ac.in and <https://eprocure.gov.in/cppp/> frequently to find any addendum/ Corrigendum issued or extension of due date for submission, etc. No separate intimation will be issued /advertised in this regard.
 - No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.
 - The bidders are requested to go through the terms and conditions carefully and also visit / inspect the site to familiarize and submit your tender as per procedure explained in the tender document.
 - The Bidder shall bear all costs associated with the preparation and submission of its Bid.
 - The IIIT Sri City Chittoor shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process
 - Detailed description and requirements of the bidder and Terms & Conditions of the contract are mentioned in the tender document. Bidders are advised to read tender documents and check their eligibility before participating in the bid.

- h) Neither IIIT Sri City Chittoor nor E-wizard shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.

Language of Bid/Contract: The language of the Bid shall be in English and all correspondence, etc. shall conform to the English language.

3. Intended Bidders will be allowed to seek clarification, if any, during the office hours only of IIIT Sri City Chittoor.
4. Pre-Bid Meeting: Pre bid meeting shall be conducted at IIIT Sri City campus, 630, Gnan Marg, Sri City, Tirupati District, Andhra Pradesh on **January 20, 2023 at 11.00 Hrs**
5. The tenderer(s) if required, may submit queries, if any, through E-mail to pmc.2021@iiits.in to seek clarifications within 17:00 Hrs on 19.01.2023. IIIT Sri City will reply only those queries which are essentially required for submission of bids. IIIT Sri City will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents or queries received after stipulated, extension of time for opening of technical bids, etc.
6. Technical Bids will be open on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.
7. **Earnest Money Deposit:** The Earnest Money Deposit amounting to Rs. 1,00,000/- (Rupees One Lakh only) must be credited in the form of NEFT/RTGS to "IIIT Sri City Chittoor Opex Account" (A/c. No. 38329375681, IFSC Code. SBIN0016527, (16527) - Sri City (Mallavaripalem), 115, Peepul Boulevard Sri City, Chittoor District, AP - 517 646.
8. **E-bids:**
 - A. The Techno-Commercial bid (Part 1) along with necessary supporting documents for fulfilling the eligibility criteria must be uploaded along with proof of payment in respect of EMD. The technical bid should not contain any price information.
 - B. **Price bid (Part 2):**
 - a. The price bid (Part 2) should contain only the price information which should remain valid for a minimum of THREE (3) months along with commercial terms and conditions.
 - b. Financial Bid should be filled in and submitted through MHRD ewizard portal only (<https://mhrd.euniwizarde.com>). If the Financial Bid is attached with Technical Bid, the bid will be summarily rejected.
 - c. The financial bids of the bidders shortlisted in technical bid evaluation shall be considered for further processing.
 - d. The Financial bid should clearly contain the details (without erasers/overwriting etc.) as mentioned in the form.
 - e. The actual GST percentage, if any, should be specified clearly.
 - f. Financial bids, which are incomplete and are not submitted in the prescribed format, will be summarily rejected.

9. **Completion Time:** All the specified works shall be completed **within 3 months** of award of work including necessary approval if any.
10. **Site Visit:** Before tendering, every bidder is advised to inspect the site/locations of work and its environments between Monday to Saturday from 10:00 Hrs to 16:00 Hrs except Sunday and Govt. holidays, to ascertain the exact requirement of the NIT, at his own cost.
11. **Minimum Eligibility Criteria:**
- (i) Satisfactory completion of at least
 - a. three similar works each of value not less than Rs. 20.00 lakh or
 - b. two similar works each of value not less than Rs. 30.00 lakh or
 - c. one work of value not less than Rs. 40.00 lakh in last 5 years (year ending March, 2022).
 - (ii) Similar work shall mean works of Design, Supply, installation, testing and commissioning of VRV AC in 3 storied building in any University, reputed educational institute, Government Organizations and reputed companies during last 3 financial years ending 31st March 2022.
 - (iii) The tenderer should have average annual financial turnover of Rs. 15.00 lakh of supply and installation of Air Conditioning work during the last three years ending 31st March, 2022.
 - (iv) The tenderer shall be working in the field of supply, installation, testing & commissioning of VRV AC works for the past 3 years consistently.
 - (v) The tenderer should have valid registration for GST and should have Permanent Account Number (PAN).
 - (vi) Documentary evidences for work experience, turnover, GST, PAN all as indicated & required in the tender document should be furnished without which it will not be taken into account.
12. If the date of opening of the tender is declared as holiday, it will be opened on the next working day at the same time.
13. **Bid Evaluation:** The bid should be submitted strictly in the prescribed 'Annexure A' and should remain valid for a minimum of THREE (3) months.
- A. The Technical Commercial bid containing Part-1 shall be submitted along with the following documents
- a. Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
 - b. Earnest Money Deposit Transaction Receipt
 - c. Memorandum of Association & Article of Association/Partnership deeds, as applicable.
 - d. Description of the bidders works experience of similar nature during last five years along with documentary proof (ending March, 2022).
 - e. Balance Sheet and the Profit & Loss Account together with Tax Audit Report duly certified by a firm of Chartered Accountant for the last 3 financial years.
 - f. Bidder shall furnish list of the supervisory persons and other technical persons he wish to deploy in this job along with their experience details.

- g. Letter of Authority for signing and negotiation of bid.
 - h. Document in the respect of PAN, GST Registration.
 - i. Solvency certificate from any nationalized /scheduled bank.
 - j. Receipted copy of the return of Income filed with Income Tax Authority for last 3 years.
 - k. Receipted copy of Return of Employees Provident Fund (EPF) for last 3 years.
 - l. Any additional relevant information to be furnished by the bidder.
- B. The Price Bid (Part 2) shall be submitted as per the format given by IIIT Sri City only.

It may please be noted that the price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part - I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.

14. IIIT Sri City reserves the right:

- a. To accept or reject any or all quotations either in whole or in part or to invite revised price bids or to annul the bidding process
 - b. To postpone and/or extend the date of receipt/opening of quotation or to withdraw the same at any time before finalization without incurring any liability to the affected Tenderer / Bidder.
 - c. To omit/delete any item(s) of work from the schedule at the time of allotment or before the commencement of work or during execution of work without assigning any reason whatsoever.
 - d. To change the quantity or add the item or cancel the item/service required.
 - e. To accept or reject any or all the Tenders without assigning any reason.
15. Bids received late after the stipulated last date and time for receipt of bids due to any reason whatsoever, will not be considered. Bids shall be adjudged as non-responsive due to any of the following reasons:
- (a) Bids submitted after the due date and time.
 - (b) Bids submitted without Earnest money,
 - (c) Bids submitted without certificate(s) in respect of the financial and technical qualification criteria.
 - (d) Bids submitted without documents to establish the eligibility criteria.
 - (e) Bids submitted without photocopies of the receipted copies of GST, IT and PF Returns from the respective Competent Authority.
 - (f) Any other reason as applicable.
16. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
17. The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be completed and free from ambiguity, change or inter-lineation.

18. If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
19. Bidder shall set their quotation in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as “subject to minimum acceptance” of “subject to availability of material / equipment” etc. is liable to be rejected.
20. IIIT Sri City shall have a unqualified option under the said bid bond to forfeit the EMD in the event of Bidder failing to keep the bid valid upto the date specified or refusing to accept work or carry it out in accordance with the bid if the IIIT Sri City decides to award the work to the Bidder.
21. The EMD shall be retained with the IIIT Sri City until finalization of tenders. If any statements documents/information submitted by tenderer is found false/incorrect, willful misrepresented or omission of facts or fake/forged documents, the EMD shall be forfeited.
22. IIIT Sri City shall, however, release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IIIT Sri City. EMD of successful bidder will be converted into security refundable deposit. In case of any breach of contract, EMD will be forfeited.
23. The works shall be carried out in the buildings as per the directions of Engineer In-Charge, Safety procedure, specifications and standard code of practice.
24. Works shall be awarded to L1 tenderer on L1 quoted rates. Price quoted by tenderer shall be fixed and not subject to any escalation whatsoever during the period of execution of the contract including the extended period, if any.
25. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
26. **The successful bidder should submit Design, shop drawing(s) / Material Approvals / Method statements for approval from official concerned from IIIT Sri City.**
27. The successful bidder needs to arrange for the required materials, tools & plants including **scaffolding & staging** and manpower to the locations at his own cost as per the scope of the work. Accommodation and Transportation should be arranged by contractor themselves.
28. The successful bidder has to ensure the safety of the manpower/vehicles deployed in the premises. IIIT Sri City will not be responsible for any incident arising during execution of the work.
29. Water for works shall be provided by IIIT. Electricity for work shall be provided on request by the contractor after approval of the competent authority.

30. PAYMENT TERMS:

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.

- a. 50% towards supply of materials after initial inspection and delivery at site in good condition of pro-rata basis.
- b. 25% after completion of installation in all respect.
- c. Balance 25% will be paid after testing, commissioning trial run & handing over to the Institute for beneficial use.
- d. No advance payment will be made.
- e. Any payment will be released only after satisfactory completion of the work and after submission the certified bill (s) / invoice(s) as per the schedule for payment.
- f. Payment will be made through on-line upon submission of bills. TDS will be deducted as per rules.

31. Security Deposit: Security Deposit shall be deducted from each running bill and the final bill to the extent of 5% of the gross amount payable subject to maximum limit of 10% of the tendered value of work. The earnest money deposit shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract.

32. TAXES AND DUTIES: The Rates unless otherwise specified, will be deemed to exclude sales tax or GST or any other taxes and duties, which are in force or may be levied by the Central/State/Local Governments from time to time, on the production and sale of the goods.

33. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor will be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.

34. Right of Rejection:

The IIIT Sri City reserves the right to reject any proposal that does not address all the requirements of the NIT. In addition, the IIIT Sri City reserves the right to accept or reject any proposal submitted by the tenderers, and to cancel the NIT process and reject all proposal submissions at any time, without thereby incurring any liability to the affected Consultant or any obligation to inform the affected tenderer the grounds for IIIT Sri City action.

35. FORCE MAJEURE

IIIT Sri City, Chittoor may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the contract, is the result of a force majeure.

36. ARBITRATION

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (IIIT Sri City, Chittoor or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute and will be referred to the arbitrator to be nominated by The Director, IIIT Sri City, Chittoor. The Venue for arbitration shall be Tirupati District, Andhra Pradesh – 517 646.

37. JURISDICTION: All the disputes arising out of this order shall have exclusive jurisdiction of Tirupati, Andhra Pradesh only.

Integrity Pact

To,

The Registrar,
Indian Institute of Information Technology Sri City, Chittoor
630, Gnan Marg, Sri City
Tirupati District – 517 646
Andhra Pradesh.

Sub: Submission of Tender for the Work for Design, Supply, installation, testing and commissioning of VRV Type Air Conditioning System at IIIT Sri City Campus.

Dear Sir,

I/We acknowledge that IIIT Sri City is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

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

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIIT Sri City shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder(s))

Signature of the tenderer with seal

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this Day of..... 2023

BETWEEN

The Registrar, Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Tirupati District - 517 646, Andhra Pradesh.

IIIT Sri City, (Hereinafter referred as the 'Institute', 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 thereof include its successors and permitted assigns)

Preamble

WHEREAS the Institute has floated the Tender [NIT No. IIITS/NIT/VRV AC/2023/002] (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Supply, installation, testing and commissioning of VRV Type Air Conditioning System at IIIT Sri City Campus" hereinafter referred to as the "Contract".

AND WHEREAS the Institute 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:

Signature of the tenderer with seal

Article 1: Commitment of the Institute

- 1) The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Institute, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Institute 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 Institute shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Institute 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 Institute 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 IIIT Sri City 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) commit 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.
- 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 willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Institute under law or the Contract or its established policies and laid down procedures, the Institute 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 Institute'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 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 Institute. Such exclusion may be forever or for a limited period as decided by the Institute.

- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Institute 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 Institute apart from exercising any legal rights that may have accrued to the Institute, 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 Institute 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 Institute has substantive suspicion in this regard, the Institute 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 Institute.
- 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 Institute will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Institute will disqualify Bidders, who do not submit, the duly signed Pact between the Institute 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, IIIT Sri City.

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 Institute, 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 Institute in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal & Prior Rights

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

.....
(For and on behalf of Bidder/Contractor)

Signature of the tenderer with seal

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Date:

SPECIAL CONDITIONS**1. Rates:**

- 1.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract taxes), duties and levies, octroi and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary constructional storage, risks, overhead charges general liabilities /obligations and clearance form local authorities. However, the fee for inspections shall NOT be borne by the Institute.
- 1.2 The contractor has to carry out routine & preventive maintenance for 12 months from the date of handing over. Nothing extra shall be paid.

2. Completeness of tender:

- 2.1 All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
- 2.2 For item/equipment requiring initial inspection at manufacturer's works, the contractor will intimate the date of testing of equipment's at the manufacturer's works before dispatch. The Institute also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make the arrangement for the same. The successful tenderer shall give sufficient advance notice regarding the dates proposed for such tests/inspection to the Institute's representative(s) to facilities his presence during testing/fabrication. The Engineer-in-charge at his discretion may witness such testing/fabrication. The cost of the Engineer's visit to the factory will be borne by the contractor. Also equipment may be inspected at the manufacturer's premises, before dispatch to the site by the contractor.

3. Storage and custody of materials:

The agency has to make his own arrangements for storage of sundry materials and erection equipment's. No separate storage accommodation shall be provided by the Institute. Watch and ward of the stores and their safe custody shall be responsibility of the contractor till the final taking over the installation by the Institute.

4. Care of the Building:

Care shall be taken by the contractor while handling and installing the various equipment's and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

5. Completion of period

The completion period of three (3) months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

6. Performance Guarantee:

6.1 The tenderer shall guarantee among other things, the following

- a. Quality, strength and performance of the materials used.
- b. Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c. Satisfactory operation during the maintenance period.

6.2 The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent (LOI). This guarantee shall be in the form of government securities or fixed deposit receipts or guarantee bonds of any scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the Competent Authority.

7. Guarantee

All equipment's shall be guaranteed for a period of 12 months from the date of taking over the installation by the Institute against unsatisfactory performance and /or break down due to defective design, workmanship of material. The equipment's of components, or any part thereof, so found defective during guarantee period shall be forth with repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by the Institute that undue delay is being caused by the contractor in doing this, the same will be got done by the Institute at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.

8. Compensation for Delay

The contractor is to complete his work under this contract on or-before the date mentioned in the tender failing which he shall be subject to pay or allow deduction of one (1) percent on the total amount of the contract for every week of delay subject to a total deduction of 10% of the tender value/agreement amount or the value of final bill whichever is more as liquidated damages to the IIIT Sri City.

9. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Engineer-in-charge who shall grant it in writing if there are reasonable ground for it, and without such Authority in writing by the Engineer-in-charge, the contractor shall not claim exempted from the fine leviable under Clause 8. For the completion of the

rest of the works the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.

- 10.** The contractor shall inform the Engineer-in-charge of his intention of making delivery of materials and on the materials being approved the Engineer-in-charge or his authorized representative shall grant a receipt to him no material will be considered as delivered until so approved.
- 11.** On the completion of the delivery of material the contractor shall be furnished with a certificate to that effect by the Engineer-in-charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stocked or placed in such positions as be pointed out to him.
- 12.** The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

13. Power Supply

Electric service connection of 415 V, 3 Phase, 4 Wire, 50 Hz, AC supply shall be provided by the Institute for installation purpose on written request and after approval of the competent authority.

14. Water Supply

Water supply shall be made available by the Institute at one point.

15. Data Manual and Drawings to be furnished by the tenderers:

With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisals and evaluation of the offer.

16. After Award of work

- (i) The successful tenderer would be required to submit the following within a month of award of work for approval before commencement of installation.
 - (a) Complete Design.
 - (b) All general arrangement drawings.
 - (c) Details of the equipment, load, location etc. of various assembled equipment.
 - (d) Complete layout dimensions for every unit/group of units with dimensions required for installation purposes.
 - (e) Any other drawing/information not specifically mentioned above but deemed to be necessary for the job by the contractor.

- 17.** The successful tenderer should furnish well in advance three copies each of detailed instructions and manuals of manufactures for all items of equipment's regarding installation, adjustments operation and maintenance i/c preventive maintenance &

trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

18. Extent of work

- 18.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the Institute. The terms complete installation shall not only mean major items of the plant and equipment's covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charges whether or not those have been mentioned in details in the tender document in connection with this contract.
- 18.2 Minor building works necessary for installing of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required.
- 18.3 Maintenance (Routine & Preventive) for one year from date of completion and handing over.
- 18.4 The work is a turnkey project. Any item required for completion of the project but left inadvertently shall be executed with in the quoted rates.

19. Inspection and testing:

- 19.1 Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.
- 19.2 After completion of the work in all respect the contractor shall offer the installation for testing and operation.

20. Validity

Tenders shall be valid for acceptance for a period of 90 days from the date of opening of price bid.

21. Compliance with regulations and Indian standards

- 21.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

- (i) Factories Act.
- (ii) Indian Electricity Rules.
- (iii) IS & BS Standards as applicable.
- (iv) Workmen's compensation Act.
- (v) Statutory norms prescribed by local bodies like CEA, NDMC etc.

- 21.2 Nothing in this specification shall be construed to relieve the successful tenderer

of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

21.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and Institute's requirements of safety codes in respect of labor employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs. 250/- for each default. In addition, the Institute will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

22. Indemnity

The successful tenderer shall at all times indemnify the Institute, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the Institute shall not be responsible for any accident or damage incurred or claims arising therefrom during the period of erection, construction and putting into operation the equipment's and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

23. Erection Tools

No tools and tackles either for unloading or for shifting the equipment's for erections purposes would be made available by the Institute. The successful tenderer shall make his own arrangement for all these facilities.

24. Cooperation with other agencies

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the Institute for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

25. Mobilization Advance

No mobilization advance shall be paid for this work.

26. Insurance and Storage

All consignments are to be duly insured the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

27. Verification of correctness of Equipment at Destination

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufactures has been supplied and erected.

28. Painting

This shall include cost of painting of entire exposed iron work complete in the installation. All equipment’s works shall be painted at the works before dispatch to the site.

29. Training

The scope of works includes on job technical training of two persons at site. Nothing extra shall be payable on this account.

30. Maintenance

- 30.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.
- 30.2 The maintenance, routine as well as preventive for one year from the date of taking over the installation as per manufacturer’s recommendation shall be carried out and the record of the same shall have to be maintained.

31. Interpreting Specifications

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- (a) Schedule of quantities
- (b) Technical specifications
- (c) Drawing (if any)
- (d) General Specifications
- (e) Relevant IS or other international code in case IS code is not available.

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TECHNICAL SPECIFICATION

1. The contractor shall be supply and install VRV AC as per specifications (Schedule of Requirement) placed in tender at Annexure - I.
2. The contractor should provide approved make/brand for all items which are placed at Annexure - II along with tender documents.
3. Execution of electrical works shall be as per tender conditions and technical specification, relevant IS and code of practice in conformity with the Indian Electricity Act, 1910 and the Indian Electricity Rules, 2005 amended up-to- date, CPWD Specifications for Electrical Works Part -I (Internal), 2013, Part – II (External), 1994 as amended up-to-date of receipt of tender and other regulations and safety codes applicable at Sri City.
4. The tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering.
5. Overhead Charges: The quoted price (final offer) must be F.O.R. – IIIT Sri City, including all overheads such as Packing, Forwarding, Loading/Unloading, Transporting, Postage/Courier, Octroi, Freight, and Insurance etc.
6. Additional Charges if any, for Installation, Packing-Unpacking, Loading/ Unloading, Erection, Commissioning and De-commissioning, Inspection, Certification, Extended Warranty any other charge(s) must be included in the quoted amount.
7. No T & P shall be issued by Institute and nothing extra shall be paid on account of this.

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Annexure - I**SCOPE OF WORK AND SPECIFICATION**

IIIT Sri City, Chittoor, Andhra Pradesh, is intending to provide the new VRV/VRF Air conditioning system in class rooms and other areas on Ground & First floor of Academic Block.

- 1) The scope of the work includes design, supply, installation, testing and commissioning of inverter technology based/ Digital Scroll VRV/ VRF type system of air conditioning conforming to the specifications and in accordance with the design, schedule of quantities, makes & models and all relevant conditions of the NIT.
- 2) The scope of the tender is based on inverter technology based/ Digital Scroll VRV/ VRF air conditioner with air cooled outdoor unit system capable of cooling and heating (reverse cycle) as per season requirement suitable for operation on 415 ±10 V, 3 Phase, 50 Hz AC electric supply.
- 3) The prices quoted shall include all the equipment ancillary material as specified and all such items whatsoever and which may be required to fulfil the intent and purpose as laid down in the specifications. The contractor shall calculate all the quantities and sizes of refrigerant pipe, fitting, cables, control cable, drain pipes, insulation, etc. before installation to avoid any shortfall or surplus.
- 4) The tenderer shall also include all necessary civil work/ MS frame work for installation of outdoor and indoor units in VRV/ VRF based air condition system. The cost quoted by tenderer shall also include the refrigerant gas R-410A & its charging for proper & specified functioning of air conditioning system.
- 5) Civil work/ MS frame work such as making holes, sleeves, foundations for indoor and outdoor units related to VRV/ VRF equipment, all cuttings should be properly finished as existing surrounding. The installation of outdoor units on the terrace of building/Ground should be checked structurally for safe installation.
- 6) The outdoor units shall have both cooling & heat pump mode, consisting of each outdoor unit with multiple indoor units of Hi wall split/cassette/ductable type. Each indoor unit should have capability to cool or heat as per seasonal weather changes. Proper care should be taken for disposal of condensate drain water so that there is no leakage of condensate water inside the room as well in the route of condensate water pipe line.
- 7) The layout of refrigerant piping is to be designed in such a way so that it should not disturb the aesthetic of the building/ room, inadvertent damage in the route of pipe should not occur in future & optimum length of pipe line for efficient air conditioning. After completion of the work three sets of 'as erected/ commissioned drawing' of activities listed above shall be submitted.
- 8) Appropriate design parameters shall be considered as per the site conditions, all

efforts shall be made by the agency in execution of low side and high side works to achieve the specified design parameters.

1. Outdoor Unit

- a) The outdoor unit shall be factory assembled, weather proof casing (Material of construction of casing shall be OEM's standard design), constructed from heavy gauge GI sheets/rust proof mild steel in duly enamel/powder coated paint finished steel panels and coated with baked enamel finish. The outdoor unit shall be completely factory wired, tested with all necessary controls & filled with first charge of refrigerant before delivering at site.
- b) The inverter technology based/ Digital Scroll VRV/VRF equipment should be capable so that refrigerant piping between indoor units and outdoor unit shall be extendable up to 50m with maximum height difference between outdoor & indoor unit of 10m & level difference between two indoor units shall be maximum up to 5m.
- c) The outdoor unit shall consist of Inverter compressor only.
- d) The outdoor unit shall be modular in design and shall be allowed for side by side installation.
- e) The outdoor unit shall be factory tested and filled with first charge of refrigerant R-410A before delivering at site.
- f) The outdoor units should have anti-corrosion paint free plate for easy mounting of unit.
- g) The machine must have a sub cool feature to use coil surface more effectively through proper circuit/ bridge so that it prevents the flushing of refrigerant from long piping due to this effect thereby achieving energy savings.
- h) In case of trouble occurs in an indoor units (s), the continuous operation of system should be possible.
- i) The compressor should have the manufacturer's warranty.

2. Compressor

- a) The compressor shall be of Inverter type capable of modulating capacity by frequency variation / highly efficient hermetic Digital Scroll capable of capacity modulation by time averaging method Technology.
- b) All outdoor units shall have multiple steps of capacity control to meet load fluctuation and indoor unit individual control. There should be a suitable arrangement in the oil accumulator to carry out the sufficient lubrication in all parts of compressor.
- c) Oil heater shall be provided in the compressor casing or as per manufacturer standard equipment's.

3. Heat Exchanger

- a) The heat exchanger shall be constructed with copper tubes mechanically bonded to aluminum fins to form a cross fin coil. The aluminum fins shall be covered by anti-corrosion resin film. The System must have sub-cooling and

super-heating for heat exchanger further to Condenser to increase refrigerating effect in Indoorunits.

- b) The unit shall be provided with necessary number of direct driven low noise level propeller type fans. Each fan shall have a safety guard.

4. Refrigerant Circuit

- a) The refrigerant circuit shall include an accumulator, liquid and gas shut off valves and a solenoid valves or pulse with modulation valve.
- b) All necessary safety devices shall be provided to ensure the safety operation of the system.

5. Safety Devices: The following safety devices shall be part of the outdoor unit; High Pressure Switch, Low Pressure Switch, Fan Motor Safety Thermostat, Over Current Relay, Fusible Plugs, Fuses.

6. Oil Recovery System

- a) Unit shall be equipped with an oil recovery system to ensure stable operation with long refrigeration piping lengths.
- b) The system must be provided with oil balancing circuit to avoid poor lubrication.

7. Indoor Unit

- a) Indoor units shall be Hi Wall Split type, as specified in BOQ. Each unit shall have electronic control valve to control refrigerant flow rate respond to load variations of the room.
- b) Each unit shall have high lift drain pump, fresh air intake provision, Low gas detection system and very low operating sound.
- c) All the indoor units regardless of their difference in capacity should have same decorative panel size for harmonious aesthetic point of view.

8. Remote control complete –

The remote should be corded with wide screen display and able to show the Outdoor Status at any given point of time. Also it shall have different modes like Fan Mode, Heat Mode, Cooling Mode etc. also firm arrange single point operation for remote.

The following compliance should be submitted by all the bidders along with their offer.

- a. VRF units should be compatible for temperature range of 0 deg. C to 50 deg. C.
- b. VRF system should be design at 100% inverter based technology.
- c. Average coefficient of performance (COP) should be more than 4.0.
- d. Machine level of noise should not create any hindrance in work proceeding in the office.
- e. In case any unit (Indoor and Outdoor) is out of order other units will be continue in operation automatically.

Annexure – II**LIST OF APPROVED BRANDS/ MATERIALS**

1. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material.
2. Wherever applicable, the Engineer-in-charge may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalence to his satisfaction. In case on non-availability of the brand specified in the contract, the Contractor shall submit the documentary evidence of non-availability of approved brand and suggest the alternate brand of equivalent quality for the approval of the competent authority. It will be at the discretion of the Engineer-in-Charge to approve or reject the brand suggested by the contractor and approve the name of any other equivalent brand.
3. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials attached in the tender, shall be used in the work.

Sl. No.	Description of Items	Approved Makes & Models
1	Outdoor Units for VRV/VRF System	Toshiba / Daikin / Mitsubishi Electric/ BlueStar /Hitachi
2	Indoor Units 2 TR for VRV/VRF System	Toshiba / Daikin / Blue Star /Hitachi /Mitsubishi Electric
3	Indoor Units 1.5 TR for VRV/VRF System	Toshiba / Daikin / Blue Star /Hitachi /Mitsubishi Electric
4	Y joints/Ref nut	Y joints/Refnet shall be of same making that of indoor unit.
5	PVC Conduit	BEC/AKG/Kalinga
6	Terminal Blocks	Elmex/Siemens/Molex
7	Nitrile rubber	Insyflex/ Aeroflex/ Armaflex/ Eurobatex/ K-Flex
8	Copper Refrigerant Pipe	Mandav/Pallavi/Maxflow/ Rajco
9	Communication & Control cabling	RR/Polycab/Havells/Finolex
10	Drain pump	Crompton / Panasonic

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Annexure - III**ITEMS PROPOSED TO BE PROVIDED BY THE BIDDER**

Sl. No	Description of Items Party	Tenderer should specify makes & models quoted in this tender against concerned items as per our specified make.
1	Outdoor Units for VRV/VRF System	
2	Indoor Units 2 TR for VRV/VRF System	
3	Indoor Units 1.5 TR for VRV/VRF System	
4	Y joints/Ref nut	
5	PVC Conduit	
6	Terminal Blocks	
7	Nitrile rubber	
8	Copper Refrigerant Pipe	
9	Communication & Control cabling	
10	Drain pump	

Annexure - IV

PROFORMA OF EXPERIENCE
DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

(SEPARATE SHEETS TO BE ATTACHED)

S. No	NAME OF ORGANISTON	NAME OF WORK	CONTRACT VALUE	SCHEDULED DATE and ACTUAL DATE OF COMPLETION (EXTN. OF TIME, IF ANY)	ACTUAL REASON FOR DELAY IN COMPLETION, IF ANY

Annexure - V

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company:
(Attach copy of the Registration Certificate)
2. Address for Communication:
3. Contact Person Telephone/ Mobile No.:
4. E-mail:
5. Details of Proprietor/partner/Director
6. GST Registration No.:
(Attach copy of the GST Registration Certificate)
7. PAN Number:
(Attach copy of the PAN Card)

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/Company

Seal of the Firm/Company

Signature of the tenderer with seal

Annexure - VI

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the day of 2023

Signature of Bidder

Name & Address of Bidder

.....

.....

Signature of the tenderer with seal

Annexure - VII**Format of Bank Guarantee for Performance Security**

To
The Director,
Indian Institute of Information Technology Sri City, Chittoor
No. 630, Gnan Marg, Sri City,
Tirupati District - 517 646
Andhra Pradesh.

WHEREAS.....(name and address of contractor) hereinafter called
“the contractor” has
undertaken, in pursuance of Contract No. Dated to
execute.....
(Name of Contract and brief description of Works) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall
furnish you with a Bank Guarantee by a Nationalised/Scheduled bank of India for the sum
specified therein as performance guarantee for compliance with his obligations in
accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on
behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees. (in
words), such sum being payable in the types and proportions of currencies in which the
Contract Price is payable, and we undertake to pay you, upon your first written demand
and without cavil or argument, any sum or sums within the limits of (amount of
guarantee) as aforesaid without your needing to prove or to show grounds or reasons for
your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the
contract or of the works to be performed there under or of any of the contract documents
which may be made between you and the Contractor shall in any way release us from any
liability under this guarantee, and we hereby waive notice of any such change, addition or
modification.

Signature of the tenderer with seal

This guarantee shall be valid until 28 days from the date of issue of the Defects Liability Certificate.

Signature and seal of the Guarantor.....

Name of the Bank

Address.....

Date.....

In the presence of

1.....

(Name of Occupation)

2

(Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Annexure – VIII

Proforma for Agreement

(TO BE SUBMITTED ON RS.100/- NON JUDICIAL STAMP PAPER)

CONTRACT AGREEMENT FOR THE WORK OF
 Made this Day of.....
 Between..... M/s

Hereinafter called the “Contractor” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part; and Indian Institute of Information Technology Sri City, Chittoor, 630, Gnan Marg, Sri City, Chittoor District – 517 646 (A.P.) hereinafter called the “OWNER” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

- a) OWNER being desirous of getting executed the WORK mentioned, enumerated or referred to in the Bid Document including Notice Inviting Tender, Instruction to Bidders, General Condition of Contract, Special Conditions of Contract, Specifications, Time Schedule, Letter of Acceptance of Bid and other documents has invited Bids.
- b) CONTRACTOR has inspected SITE and surroundings of WORK specified in the Bid Documents and satisfied himself by careful examination before submitting his Bid as to the nature of the quantities, nature and magnitude of WORK, availability of equipment etc. necessary for the execution of WORK, the means of access to SITE, the position of supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bid Document or having any connection therewith, and has considered the nature and extent of all probable and possible situation, delays, hindrances or interferences to or with the execution and completion of WORK, to be carried out under this CONTRACT, and has examined and considered all other matters condition and things and probably and possibly contingencies, and generally all matters incidental thereto and ancillary thereof effecting the execution and completion of WORK and which might have influenced him in making his Bid.
- c) The Invitation to Bid, instructions to Bidders, General Conditions of Contract, Description of Works and specifications, Plans, Time Schedule, Letter of Acceptance of Bid any and any other documents and enclosures, copies of which are hereto annexed are included in the expression “CONTRACT” :

AND WHEREAS

OWNER accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in the letter of award of work upon the terms and subject to the conditions of Contract.

Signature of the tenderer with seal

Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby covenants with OWNER that CONTRACTOR shall and will duly provide, execute and complete the work and things in CONTRACT, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion or stipulations mentioned in CONTRACT.

2. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the Owner does hereby agree with CONTRACTOR that OWNER will pay to Contractor the respective amount for the work actually done by him and approved by Owner as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract; such payment to be made at such time and such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by Owner to Contractor as set forth in CONTRACT and such other sums as may become payable to Owner towards loss, damage to the OWNER's equipment, materials etc. and such payments to be made at such time and in such manner as in provided in the CONTRACT.

IN WITNESS WHEREOF Parties executed these presents on the day and the year above written.

Signed and Delivered for
and on behalf of
CONTRACTOR

Signed and Delivered for
and on behalf of
OWNER (IIIT Sri City)

.....
.....

.....
.....

Date:

Date:

Place:

Place:

In presence of Witness (Signature with Name & Address)

1.
.....
2.
.....

1.
.....
2.
.....

Signature of the tenderer with seal

**Design, Supply, Installation, Testing and Commissioning of
VRV Type Air Conditioning System in
Ground & First Floor of Academic Block of
Indian Institute of Information Technology Sri City, Chittoor**

PART – II

PRICE BID

Price Bid (Part 2)**BILL OF QUANTITIES**

NIT No. : IIITS/NIT/VRV AC/2023/002, Dt. 10.01.2023

Name of the Work : Design, Supply, installation, testing and commissioning of VRV Type Air Conditioning System in Academic Block of Indian Institute of Information Technology Sri City, Chittoor as per the Specification.

Name of the Bidder: _____

Sl. No.	Item Description	Qty.	Unit	Rate (In Rs.)	Amount (In Rs.)
1	Design, testing at works, supply and delivery, receiving, unloading, storing, inspection, handling, assembling, installing in correct assigned position, effecting proper connections, testing and commissioning of VRV Type Air Conditioning System of required design capacity at following areas:				
	Ground Floor Class Room – 105: 120 Seater Capacity & Class Room – 107: 120 Seater Capacity				
	First Floor Class Room – 201: 60 Seater Capacity Class Room – 203: 60 Seater Capacity Class Room – 205: 60 Seater Capacity Class Room – 207: 60 Seater Capacity Class Room – 209: 60 Seater Capacity & IT Server Room				

Note:

1. Above rates exclusive of applicable GST.
2. GST will be paid at the applicable rate
3. If there is a discrepancy between words and figures, the amount in words shall prevail.

Price Bid: This should contain only the price information which should remain valid for a minimum of THREE (3) months along with commercial terms and conditions.

1. Price Bid should be filled in and submitted through MHRD ewizard portal only (<https://mhrd.euniwizarde.com>).
2. The Price bid should clearly contain the details as mentioned in the form.
3. The price quoted in price bid shall be considered firm and no price escalation will be permitted during the entire period of the contract.
4. The actual GST percentage, if any, should be specified clearly.
5. Price bids, which are incomplete and are not submitted in the prescribed format, will be summarily rejected.

Date:

Name and Signature of the bidder with seal

Signature of the tenderer with seal

NOTE:

Bidders are advised to visit the website (<https://mhrd.euniwizarde.com>, www.iiits.ac.in and <https://eprocure.gov.in/cppp/>) frequently to find any addendum/ Corrigendum issued or extension of due date for submission, etc. No separate intimation will be issued / advertised in this regard. Bidders are advised to keep checking the website before submitting the final tender.