

**NOTICE INVITING TENDER FOR PROVIDING AND EXECUTION OF ROAD SAFETY
MEASURE & MARKING WORKS IN IIM TIRUCHIRAPPALLI CAMPUS**

Tender No. IIMT/Tender/2020-21/RSM/18; dated: 12/03/2021

Details	Date	Time	Venue
Name of Work/ Service	<i>“Tender for Providing and Execution of Road Safety Measure & Marking Works in IIM Tiruchirappalli”</i>		
Date of issue of Tender Document	12.03.2021	18.00 Hrs. onwards	-
Pre-bid Meeting	22.03.2021	16:30 Hrs.	IIM Trichy through virtual mode. Please refer IIMT website on 22.03.2021 at 10.00 am for online link.
Last date of Submission of Tenders	03.04.2021	17.00 Hrs.	-
Opening of Master Envelope and Technical Bid	05.04.2021	16.00 Hrs.	IIM Trichy through virtual mode. Please refer IIMT website on 05.04.2021 at 10.00 am for online link.
Opening of Price Bid	<i>To be informed later</i>		
Tender Document	The tender document can be downloaded from the IIM TRICHY website https://www.iimtrichy.ac.in/tender-published		
Cost of Tender Document (Nonrefundable)	Rs. 1,180/- (inclusive of GST) has to be remitted through NEFT to <i>IIM Tiruchirappalli</i> , SB A/c. No. 32170808935 , IFSC Code: SBIN0071187 of SBI, IIM Tiruchirappalli.		
EMD Amount	Rs. 25,000/- to be remitted through online mode to <i>IIM Tiruchirappalli</i> , SB A/c. No. 32170808935 , IFSC Code: SBIN0071187 of SBI, IIM Tiruchirappalli.		
Copies of payment transaction receipt for both the above have to be attached with the application form, without which the bid won't be considered. <i>The payment of tender fee and EMD is exempted for MSME Bidders. Bidders claiming exemption should attach necessary document proof to the tender document.</i>			
Address for submission of Tender	Chief Administrative Officer (i/c), Indian Institute of Management Tiruchirappalli, Pudukkottai Main Road, Chinna Sooriyur, Trichy - 620 024.		
Mode of Submission of Tender	Speed Post / Registered Post / Courier or Hand delivery – during office hours (9.30 to 17.00 hrs.) only (To be submitted to Dispatch Section of IIM TRICHY @ Administrative Wing – II Floor and obtain acknowledgement)		

NOTICE INVITING TENDER

1. OVER VIEW

- a. Indian Institute of Management Tiruchirappalli (IIM Trichy) is an Institute of National Importance, established by the Ministry of Education, Govt. of India. More details about IIM TRICHY are available in our website www.iimtrichy.ac.in.
- b. IIM TRICHY invites sealed ***“Tender for Providing and Execution of Road Safety Measure & Marking Works in IIM Tiruchirappalli”***. The Tentative value of the Tender is as under;

<i>S. No</i>	<i>Work Description</i>	<i>Estimated Value of the Work</i>	<i>Earnest Money Deposit (EMD)</i>	<i>Interest free Performance Security Deposit</i>
1	Road Safety Measure Works in IIM Tiruchirappalli	Rs. 12,50,000/-	Rs. 25,000/-	3% of the Work Order value

a. Eligibility Conditions for Bidders

- i. The tendering agency must fulfill the conditions mentioned in the succeeding paras in order to be eligible for technical evaluation of the bid.
- ii. The bidder(s) should be registered with the Goods and Services Tax council for the purpose of Goods & Service Tax (GST). A copy of the GST registration certificate has to be submitted with the tender document. A copy of GST Registration Certificate, PAN and Bank account details should be submitted along with the Technical Bid. The names appearing on all these documents and tender document should be same or linked.
- iii. Bidder(s) should have at least three years' experience in ***Similar work*** as on 28th February 2021. (Relevant documentary proof like work order / Letter of Intent / Agreement must be submitted with technical bid). ***Similar work shall mean: Road Safety Measure & Marking Works.***

- iv. Copies of orders showing that the firm has executed orders during the last 3 **years** as on 28th February 2021 as detailed below;

One similar work of 80% of the estimated cost [Order copy to be enclosed]

OR

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

OR

Three similar works each costing not less than 40% of the estimated cost each. [Order copy to be enclosed]

- v. The above mentioned similar works executed under Central/State Government Department or Central/State Autonomous Body or Central/State Public Sector Undertaking/ any reputed private organization. Completion certificate issued by Competent Authority will only be considered as credential. The bidder should attach copies of the purchase/work orders / contracts related to similar type of work along with Technical Bid.
- vi. Average Annual Turnover of the bidder should be at least 80% of the estimated cost of the tender during the previous three financial years from 2017-18 to 2019-20. Copies of **duly audited Balance Sheet with Profit & Loss accounts** are to be submitted as indicated the **Annexure-I**. The year in which no turnover is shown would also be considered for working out the average.
- vii. Bidders should be regular in filing Income-Tax returns. A copy of Income tax returns filed and audited accounts statement for the last three financial years (2017-18, 2018-19 & 2019-20) should be submitted with the Technical Bid. In case the income tax return is yet to be filled for the financial year 2019-20, the copy of the unaudited financial statement authenticated by the CEO or CFO shall be submitted.
- viii. **Relaxation in prior experience and turnover:** As per GFR 2017, IIMT may relax condition of prior turnover and prior experience for Startups/MSME Bidders in this tender subject to meeting of quality and technical specifications by Startups/MSME bidders. The bidders should have a valid registration with MSME or Central Purchase Organization or a startup recognized by Department of Industrial Policy & Promotion (DIPP). Appropriate documentary evidence should be provided.
- ix. The bidders should not be blacklisted by any department of the Government of India and Private organization in the past. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India. An undertaking to this effect in the Company letter head duly signed by the owner / partner or both to be enclosed, as per **Annexure-IV**.

- x. The Bidder should give self-declaration certificate for acceptance of all terms & conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the **Annexure-VII**.

2. INSTRUCTIONS TO BIDDERS:

a. Tender Fees

Tender Documents are to be downloaded from the Institute's website <https://www.iimtrichy.ac.in/tender-published>. However, the bidder(s) should remit a Non-Refundable Tender document fee of **Rs. 1,180/-** (inclusive of GST) through online transfer to "IIM TIRUCHIRAPPALLI" as per the bank details provided at Page one. A copy of the payment transaction receipt has to be attached with the tender application, without which the tender won't be considered for bidding process. The payment of tender fee is exempted for MSME Registered Bidders and necessary valid document proof must be attached with the tender document.

b. Earnest Money Deposit

- i. The bidder(s) should remit an Earnest Money Deposit (EMD) of Rs. **25,000/-** (Rupees twenty-five thousand only) through online transfer to "IIM TIRUCHIRAPPALLI" as per the bank details provided at Page one. A copy of the payment transaction receipt has to be attached with the tender application form, in a separate envelope superscribed as "EMD payment receipt", without which the tender won't be considered for the bidding process.
- ii. The EMD of the successful bidder will be adjusted against the interest free performance Security Deposit due to be paid. The EMD of the unsuccessful bidders will be released after finalization of the tender. No interest is payable on the Earnest Money Deposit (EMD).
- iii. Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these items only, are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
- iv. The bidders who seeks exemption from EMD as per clause above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

c. Relationship Certificate

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

d. Amendment to bid document

- i. At any time prior to the date of submission of bids, IIM Trichy shall modify the bid document with amendments either on its own or in response to a clarification required by a prospective bidder during pre-bid meeting.
- ii. Such amendments shall be notified on IIM Trichy website only and these amendments will be binding on all prospective bidders.
- iii. The Institute may at its own discretion extend the last date for the receipt of bids.
- iv. IIM Trichy reserves the right to cancel the tender without assigning any reason at any stages of evaluation before finalization.
- v. IIM Trichy also reserves the right to, at any time and in its absolute discretion the following:
 - Accept or reject any or all bids.
 - To obtain further clarification or supporting documents during the technical bid evaluation.
 - To suspend, discontinue, modify and/or terminate the Tendering process at any time.
 - To reserves the right to modify/change/delete/add any further terms and conditions prior to issue of work order.

e. Conditional Bids:

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

b. Technical Bid Criteria

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

c. Price Bid Details

- i. Price Bid i.e. BoQ given with the tender to be submitted after filling all relevant information and it should be submitted as per the format available with the tender failing which the offer will be rejected (renaming or changing the format of BoQ) will not be acceptable. The Bidder should quote the price exclusive of all applicable taxes.
- ii. The quantities mentioned in Price Bid are tentative and may be increased or decreased depending upon the requirements of the Institute.
- iii. Price bid i.e. BoQ given in tender to be submitted after filling all relevant information. The priced BoQ should be submitted strictly as per the **Annexure-II**, failing which the offer will be rejected.
- iv. Arithmetical errors, if any, shall be rectified on the following basis. If there is a discrepancy between the unit price and total price, then the unit price shall prevail and the total price shall be corrected by the Institute. If the Bidder does not accept the correction of the errors, the bid shall be rejected. All Rates, Prices, Amounts and Sums quoted by the bidder shall be in Indian currency only. The language used throughout shall be English.
- v. Tender must be submitted with the rates for all the items of work involved and any incomplete tender will not be considered.
- vi. The Rates quoted by the tenderer should be inclusive all except GST and must hold good till the completion of work and shall not be subjected to any escalation. No claim on this account what so ever shall be entertained at any stage including the extended period, if any.

- vii. The bidder shall visit IIM Trichy to inspect the site and obtain all information on his own responsibility and at own cost, which may be necessary for the purpose of quoting and submitting the tender. No excuse or ignorance as to site conditions and local information shall be accepted after awarding of the contract. Access to the site will be granted on all working days within working hours.
- viii. Vendor should quote rates in the **Price Bid (Annexure -II)** only, bids indicating rates anywhere else will be rejected.

d. Validity of bids and rates

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

3. PROCEDURE FOR SUBMISSION OF TENDER

- i The tender document should be downloaded from the IIM Trichy website <https://www.iimtrichy.ac.in/tender-published>
- ii The bidder(s) shall not make any changes or amendment in the tender document as published in the IIM Trichy website.
- iii All correspondence and documents relating to the tender shall be written in English.
- iv No paper / page shall be detached from the tender document. No addition or alteration should be made in the tender document.
- v The tender document should be filled in legible handwriting/printing/typing without any ambiguity.
- vi If any correction is necessary in the information provided by the bidder, the same should be made after scoring out the old entry. In any case, there should not be any over writing. All the corrections should be attested with full signature of the bidder with date.
- vii The tender shall be submitted in two parts, viz., **Technical Bid** and **Price Bid**. All the pages of the tender document being submitted must be signed and sequentially numbered by the bidder(s) before submission, as per the procedures and requirements stipulated herein.
- viii It is construed that the bidder has read all the terms and conditions before submitting their offer. An undertaking as given in the **Annexure-VII** to the effect of stating that the terms and conditions of the tender have been read and abided by the tenderer shall be furnished.

- ix Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.
- x The bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and any alteration of the prescribed tender format will entail outright rejection of the bid application.

4. Submission of Bids

Since this tender is based on *two bid system*., THREE SEPARATE SEALED ENVELOPES as explained below need to be prepared:

a. Technical Bid: (Envelope A)

- i The following documents are to be furnished by the bidder(s) along with Technical Bid (**Annexure-I**), as per the tender document;
- ii Application form as per **Annexure - III**.
- iii Copy of PAN and GST Registration.
- iv Copy of constitution or legal status of the bidder service provider / Sole proprietorship /firm agency etc. like Attested copy of deed of partnership, if the firm is a partnership concern. Certificate of Incorporation duly certified in case of Company.
- v Copy of work orders, testimonials/completion /performance certificate from the present and past clients of equivalent order sized (received in the last three years) with verifiable contacts need to be attached with the Tender document.
- vi A copy of Income tax returns filed and audited accounts statement for last three financial years (2017-18, 2018-19 & 2019-20).
- vii The Relationship Certificate (**Annexure-VI**) needs to be placed in the Technical bid cover.
- viii Duly Signed Tender document and it's all annexures.
- ix All other document mentioned in tender document, **except Price Bid** document.
- x The **Technical Bid** Cover with the aforementioned required enclosures should be in sealed condition and SUPERSCRIBED with the following text: ***“Technical Bid for Road Safety Measure & Marking Works at IIM Tiruchirappalli.***

Price Bid - (Envelope B):

- i. **Price bid** (As per **Annexure-II** duly filled and signed) – Price must be quoted as per the format specified, failing which tender shall be rejected. The price quoted should be **excluding GST**. Applicable GST shall be decided as per the prevailing GST act.

- ii. Only duly filled **Price Bid** as per **Annexure-II** should be put in a separate cover and the cover should be in sealed condition. This envelope should be **SUPERSCRIBED** with the following text: **“Price Bid for Road Safety Measure & Marking Works at IIM Tiruchirappalli**

b. Tender Fee / EMD Receipt - (Envelope C):

Wherever applicable, a copy of the payment transaction receipts amounted to **Rs. 1,180/-** and **Rs 25,000/-** towards tender fee and EMD, respectively, have to be submitted with the tender application form, without which the tender won't be considered for evaluation process. The tender fee payment receipt and EMD payment receipt as mentioned above, should be put in a separate envelope marked “Tender fee receipt / EMD payment receipt”. They ***should not be put*** in either technical bid envelope or in the price bid envelope.

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

Tender for Providing and execution of Road Safety Measure & Marking Works in IIM Tiruchirappalli Campus – Tender No: IIMT/Tender/2020-21/RSM/18 dated: 12/03/2021

- d. The master envelope containing the ***three envelopes*** should be delivered at the below mentioned address on or before **03/04/2021 by 17.00 hrs;**

**The Chief Administrative Officer i/c,
Indian Institute of Management Tiruchirappalli,
Trichy – Pudukkottai Main Road,
Chinna Sooriyur, Tiruchirappalli– 620024**

- e. If the three inner envelopes A, B & C and the one outer envelope (i.e., larger envelope) are not marked as instructed, IIM Trichy will assume no responsibility for the misplacement of the envelopes. Any bid received in unsealed condition will be rejected.
- f. The tender should be submitted either through Registered Post/Speed Post/Courier or delivered to IIM Trichy in hand. IIM Trichy will not accept any responsibility or grant any relaxation of time for any Postal delay in submission of tender

5. Pre-Bid Meeting

Pre-Bid Meeting with the intending bidders shall be held through video conferencing on **22/03/2021 (Monday) at 16.30 Hrs.** to clarify doubts that may arise before submission of the bids. The bidders need to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before 10.00 Hrs, on 22/03/2021 for attending the Pre-bid meeting as per format enclosed vide **Annexure-V**. Bidders are requested to mail the doubts to purchase@iimtrichy.ac.in, prior to the pre bid meeting if possible, to enable us to clarify the doubts in the pre-bid meeting itself.

6. Opening of Master Envelope & Technical Bids

The master envelope and technical bid (Envelope A&C) will be opened by the Purchase Committee on **05/04/2021 at 16.00 Hrs.** in the presence of the bidders or their authorized representatives through video conferencing mode. A maximum of two representatives per bidder shall be authorized and permitted to attend the bid opening. Bidders / Representatives have to send the scanned copy of **letter of authorization from their firm** (or firms they are representing) to purchase@iimtrichy.ac.in before 10.00 Hrs. on 05/04/2021 to participate in the opening of Technical Bid as per the format enclosed vide **Annexure -V**.

7. Opening of Price Bid

The price bids of all the technically eligible bidders will be opened in the presence of technically eligible bidders or their authorized representatives through video conferencing mode. ***The date and time for opening of the Price Bid will be informed later.*** Bidders / Representatives have to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before attending the price bid meeting on the given date (to be informed later) to participate in the opening of Price Bid as per the format enclosed vide **Annexure-V**.

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

GENERAL TERM & CONDITIONS

8. PAYMENT TERMS

- a No advance payment will be made in any case. However, part payment will be released to the extent of 90% of the work done as per the mutually agreed milestones and the same will be mentioned in the work order.
- b The Vendor shall raise invoices after completion of the agreed milestones to the satisfaction of the Institute. Part payment will be made within 15 days on receipt of bills with all the supporting documents.
- c The final payment will be released on completion of the entire work and submission of all the necessary documents.
- d TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.

9. PERFORMANCE SECURITY DETAILS

- a. The successful bidder will be required to remit an interest free Performance Security Deposit of 3% of the Work Order value through online transfer to IIM Trichy Bank Account mentioned at Page 1 of the tender document, within ten working days from receipt of the work order. The security deposit will remain with the Institute during the contract period and shall be converted to Performance Security Deposit on successful completion of the work. The same will be refunded on expiry of the defect liability period, after adjusting applicable deductions, if any.
- b. Defect Liability shall be for a period 12 months from the date of completion of the work.***
- c. Security / Performance Security will be forfeited if the Vendor fails to perform/abide by any of the terms or conditions of the contract.
- d. In case, the Vendor fails to complete the required works within specified delivery period, the same services will be obtained from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.

10. DELIVERY SCHEDULE

The Vendor should commence the work within 15 days from receipt of the Work Order and the same should be completed within a period of 90 days.

11. TERMINATION OF WORK

This contract can be terminated giving 15 days' notice by the Institute:

- a. Upon any such termination for convenience, IIM Trichy shall have no liability towards contractor for any damages, including loss of anticipated profits. As its sole right and remedy, contractor shall be paid for services already provided and to be provided till the date of the termination.
- b. The termination of the Contract shall not relieve the contractor of any obligations and liabilities under the Contract.
- c. IIM Trichy may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts in the event of the following:
 - i. If the Contractor fails to provide the services as detailed in the Tender within the period (s) specified in the contract or any extension thereof granted by the Institute.
 - ii. If the Contractor fails to perform any other obligation(s) under the contract.
 - iii. If the Contractor being declared insolvent by the competent Court of Law without any notice.

12. PENALTY CLAUSE

- a. If it is observed at any stage during execution / defect liability period that the quality of the work is not satisfactory, the contract/ work order as a whole shall be terminated and Security deposit forfeited. Applicable penalties would be levied from the amount payable to the vendor on such termination and the balance amount, if any, would be paid. The decision of the Institute in the matter of penalties, would be final and binding.
- b. Deficiency in services listed in the Scope of Work, will be construed as lapses on the part of the Vendor. Such lapses due to Vendor will be viewed seriously and penalties will be imposed on the vendor in case of any delay in completion of the work. IIM Trichy reserves the right to impose the penalty and the quantum of the penalty will be decided in individual cases and decision of the Institute, shall be final and binding
- c. In case of failure to carry out the services to the satisfaction of IIM Trichy as per the terms and conditions, the Institute will be free to get services done by any other agency at the cost and risk of the Contractor.

13. FORCE MAJEURE:

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

14. The persons to be deputed by the Contractor / Vendor, being their own employees or otherwise, shall be their sole employees and IIM Trichy shall not have any relation whatsoever with the employees of the Vendor. He / She will be fully responsible for their acts, conduct and any other liability.

No right whatsoever, much less a legal right shall vest in the Vendor's employee to claim / have employment or otherwise seek absorption in the Institute nor the Vendor's employee shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Institute. The employee of Vendor will remain the employee of the Vendor and this shall be solely the responsibility of the Vendor to make it clear to their employees before deputing them on work at the Institute. No child labour should be deployed for the work.

15. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIM Trichy shall block his/ her tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

16. Authority of person signing document: A person signing the tender application or any documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIM Trichy may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

17. The Income Tax (TDS) shall be deducted at prevailing rate from the bills, as amended from time to time in accordance with the provisions of Income Tax Department, and the relevant certificate to this effect shall be issued by IIM Trichy to the agency.

- 18.** In case, the Vendor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Trichy is put to any loss / obligation, monetary or otherwise, IIM Trichy shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. This shall be in addition to the right of IIM Trichy to initiate penal measures against the Vendor including the termination of the contract.
- 19. Payment:** The payment of the Vendor will be cleared only after obtaining clearance of any liabilities pending of Institute.
- 20. Arbitration:** In case of any unreconciled disputes between the parties IIM Trichy and the agency/firm to whom the contract had been awarded, arising out of any of the terms of the Contract Agreement, the dispute shall be referred to a single Arbitrator mutually agreed, as per Arbitration and Reconciliation Act 1996, in Trichy jurisdiction. The decision of the Arbitrator shall be final and binding on the both parties.
- 21. Subletting of Work:** The firm/agency should not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.
- 22. Forfeiture of Earnest Money:** The earnest money will be forfeited in the following cases:
- Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder(s) withdraws or amends impairs or derogates from the tender in any respect within the period of validity and/or after opening the tender.
 - When the successful tenderer does not deposit the security money after the work order is given or does not commence the performance under the contract within the stipulated time.
 - If the successful bidder(s) fails to complete the work within the prescribed time after the confirmed orders.
 - When information/certificate/document furnished is found to be false at any stage.
 - When the bid documents have been manipulated or altered after they are downloaded from the website.
- 23. Jurisdiction:** All disputes arising out of this contract shall be subjected to Courts in Tiruchirappalli under the jurisdiction of Madurai Bench of Madras High Court.

ADDITIONAL CONDITIONS OF THE TENDER

1. The quantities indicated in the Tender are approximate and may vary at the time of execution. The Institute will exercise absolute discretion for operating all or some items of the schedule.
2. Contractor has to remove all the debris from the site of execution and dispose them at suitable places shown by the Estate Office at site.
3. All the materials to be used for the work should meet the relevant BIS specifications.
4. **Warranty/Guarantee:** The vendor should provide OEM warranty as applicable to the respective products.
5. All temporary required arrangements like Sign Boards to indicate Safety of the Men at Work, Caution Boards etc., are to be provided by the tenderer at his own expense to the satisfaction of the Institute. The Institute will not however, be liable to pay any compensation due to accident, injury to the contractor's work men or any account what-so-ever.
6. The payment will be made based on the actual measurement in the site.
7. The Institute will be at liberty to take samples during the course of execution of work and get the same tested at relevant laboratory to ascertain the quality conforming to relevant specification. The cost of sample and the charges for the testing will have to be borne by the contractor.
8. The job is to be done as per the Bureau of Indian Standard(BIS)/CPWD.
9. Indicative images of Road Safety and Markings are attached as ***Annexure VIII***
10. The damages if any to the Institute properties during execution of the work should be restored by the vendor without any additional cost to the Institute.
11. Irrespective of rates quoted by the bidder, the contractor shall be solely responsible for payment of ***Minimum Wages*** to the employees deployed for the work at IIM Trichy as stipulated by the Government from time to time.
12. IMT shall not provide any space at site for labour hutments.
13. **Firm Price:** Bidder's quoted Rates/Prices for executing the works under the Contract shall remain firm till completion of the entire work & shall not attract any escalation under any circumstances whatsoever.
14. If any information furnished by the bidder is found as false / fabricated, then their bid will be rejected and treated as cancelled. Even if such manipulation is detected at any stage after signing of the contract, it would lead to termination of the contract besides forfeiture of Earnest Money Deposit and liabilities towards prosecution. In such cases the bidder will be debarred from participation in future tendering process in IIMT for next 05 (Five) years
15. All the points mentioned in this notification will be clearly written in the contract which has to be signed by the successful bidder and any change in the terms and conditions mentioned above is not acceptable failing which your tender will be disqualified.

ANNEXURE - I

TECHNICAL BID

Tender Fees (Through NEFT/RTGS Only)	Transaction/UTR Number: _____ dated _____ for Rs. 1,180/- (Rupees one thousand one hundred and eighty only) toward Tender fee (Payment transaction receipt to be closed with Technical Bid)
Earnest Money Deposit (EMD) (Through NEFT/RTGS Only)	Transaction/UTR Number: _____ dated _____ for Rs. 25,000/- (Rupees twenty five thousand only) toward EMD (Payment transaction receipt to be closed with Technical Bid)

PROFILE OF THE BIDDER

Sr. No.	Required information	Description
1	Name of the agency / firm /company	
2	Address of the agency / firm /company	
3	Legal status (Individual, proprietary, partnership firm, limited company, etc.)	
4	Authorized Signatory Details	Name
		Designation
		Email
		Phone
	Details of Contact other than Authorized Signatory	Name
		Designation
		Email
		Phone

5	Month and Year of commencement business.		
6	Statutory details (Photocopies to be attached):	Registration number of the firm. (as per Shops and establishment act.).	
		PAN No. of the Agency	
		GST No. of the Agency	
7	Have your firm/company ever changed its name any time? If yes, provide the previous name and the reasons there for?		
8	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.		
9	Brief details of Litigations, if any, Connected with related work, Current or during the last three years, the opposite party and the disputed amount.		
10	Give details of Termination of previous contract, if any		
11	Details of bank mandate; Name of the Bank Name of the Branch Account No. Type of Account IFSC Code No. (copy of the cancelled cheque should be enclosed)		
12	Total experience (years/ months) in the Related work		

Turnover in the relevant field on contract basis during the last 3 years (from 2017 to 2020). Please submit documentary evidence i.e. extract of Profit and Loss account, Balance Sheet & Income Tax return filed.

Financial Years	2017-18	2018-2019	2019 – 2020
Details of Gross Annual Turnover - (Rs. in Lac)			
Average Turnover in last three years	INR_____in Lakhs		

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

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

ANNEXURE – II

PRICE BID

SI. No	Description of Work	Unit	Qty	Rate per unit in Rs (without GST)	Amount in Rs (without GST)
1	2	3	4	5	6
1	Supply and apply two coats of high gloss acrylic exterior paint confirms BIS:164-1981 for road side kerbs with yellow and black colour alternatively including preparation of surface and minor cementing work if required and one coat of approved primer etc. complete as per the standard specifications.	Sqm.	3000		
2	Supply and apply of hot applied thermoplastic compound 2.5 mm thick including reflectorizing glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be level, uniform and free from streaks and holes. The band Hot applied thermoplastic compound to be applied over Bitumen Surface for lane divider and zebra crossing for 7.2 mtrs road width etc. complete as per the standard specifications	Sqm.	1500		
3	Supplying and fixing of reflective Road studs of 'Category A' Raised pavement markers made out of poly carbonate/ABS moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face with retro reflectance and chromaticity values shall be as given in the detailed specifications and the product shall conform to ASTM D4280 and also meet all the testing conditions of ASTM D4280 and fixed to the road surface using the adhesive recommended by the manufacturer. The reflective raised pavement markers shall also confirm to the MORTH circular No RW / NH. 33023/10/ 97-DO.III and the length,	Nos.	100		

	height and width of the body shall not be less than 100 mm, 15 mm and 90 mm and base of marker shall be flat within 1.3 mm and outermost faces of configuration of marker shall not deviate more than 1.3 mm from a flat surface. The marker shall support a load of 13635 Kg tested in accordance with ASTM D4280. Lenses shall be molded of Polycarbonate or methyl methacrylate conforming to ASTM D788. The area of each retro reflector surface shall not be less than 13.0 sq.cm. The slope or retro – reflector surface shall be 35 ± 5 degree to base. Each reflector shall have a CIL not less than values specified in table 1 of MORTH circular dated 11.6.97 respectively and <i>should accompany two-year warranty for satisfactory field performance from the manufacturer.</i> Two cylindrical Polymer Shanks of not less than 20 mm diameter and not less than 30 mm length to be provided.				
4	Providing and Fixing of Retro Reflectorized 900mm Triangle Cautionary sign boards like GO slow, Speed limit, Junction etc. made out of retro reflective sheeting of Wide Angle Cube Corner Micro prismatic grade conforming to IRC-67: 2010 & Type XI standards of ASTM D 4956 –09 , fixed over 3 mm thick Aluminum Composite Material supported with Back support frame of 25x25x3mm mild steel angle as approved , supported on a mild steel angle iron post 75 mm X 75 mm X 6 mm firmly fixed in standard height in the ground by means of properly designed foundation with M15 grade cement concrete 45 cm X 45 cm X 60 cm , 60 cm below ground level	Nos.	15		
5	Supply and fixing of convex mirror in road 'T' junctions etc. complete with Back support frame of 25x25x3mm mild steel angle as approved, supported on a mild steel angle iron post 75 mm X 75 mm X 6 mm firmly fixed in standard height in the ground by means of properly designed foundation with	.			

	M15 grade cement concrete 45 cm X 45 cm X 60 cm, 60 cm below ground level etc. complete as per the standard specifications				
A	2 ft. dia Convex mirror with cap and a single mirror will be fitted in a single pole	Nos	3		
B	2 ft. dia Convex mirror with cap and two mirror will be fitted in a single pole (total eight mirror and four poles will be required).	Set	4		
C	3 ft. dia Convex mirror with cap and a single mirror will be fitted in a single pole	Nos	1		
6	Supply of PVC made solid interlocking, highly visible road barrier with water filling option for a road width of 7.2 mtrs. The size of barrier would be 1.60m length x 0.35m width x 0.75m height complete as per the standard specifications.	Nos.	50		
	Total without GST				
	GST @ _____%				
	Total with GST				

Note:

- The rates in figures should be filled in by the tenderer in column No. 5, which would be firm throughout the contract period.
- Total amount excluding GST of Column No 6 is the deciding factor for the award of contract.
- IIMT reserves the right to cancel the submitted bids without assigning any reason thereof.
- Rate:** The bidder(s) shall quote the rate only in Indian Rupees (INR) for *Providing and Execution of Road Safety Measure & Marking Works at IIM Tiruchirappalli*” inclusive of all the charges like labour, all materials, fixing, packing, forwarding, transport, loading/ unloading etc. and excluding GST.



INDIAN INSTITUTE OF MANAGEMENT TIRUCHIRAPPALLI

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

Trichy - Pudukkottai Main Road, Tiruchirappalli-620 024 (TN)

Phone: 0431-2505121/5122 | email: purchase@iimtrichy.ac.in

ANNEXURE – III

Application Form for submission of Tender Document

The Chief Administrative Officer (i/c),

Indian Institute of Management Tiruchirappalli,
Trichy-Pudukkottai Main Road,
Chinna Sooriyur Village,
Tiruchirappalli 620 024

Subject: ***Tender for Providing & Execution of Road Safety Measure & Marking Work at IIM Tiruchirappalli***

Reference: Tender Notice published in IIM Trichy website.

Tender No: IIMT/Tender/2020-21/RSM/18 dated: 12/03/2021

Dear Sir,

With reference to the tender notice published in above mentioned website, I / We hereby submit my/ our tender in a required format.

I / We have carefully gone through the terms and conditions and prescribed given and I / We accept the same without any alterations / modifications.

Yours faithfully,

Signature _____

Name _____

Seal of agency / Firm / Company

ANNEXURE- IV

UNDERTAKING CERTIFICATE

It is certified that I, _____ (name of the person) S/o Shri

r/o _____

Here by certify that I am authorized to sign this document and that **our firm / company have never been blacklisted by any of the Government Organization / Agencies** in the past and there is no criminal case registered against our firm / company or its owner / partners anywhere in India.

Name: _____

Place: _____

Designation: _____

Date: _____

Signature: _____

ANNEXURE- V

LETTER OF AUTHORISATION FOR ATTENDING PRE BID MEETING /BID OPENING

To

The CAO (i/c)
IIM Tiruchirappalli
Trichy - Pudukkottai Main Road,
Chinna Sooriyur Village,
Tiruchirappalli - 620 024

Subject: Authorization for attending Pre Bid Meeting / Opening of Technical Bid/ Price Bid on
.....(date) in the tender for ***Providing and Execution of Road Safety
Measure & Marking Works at IIM Tiruchirappalli.***

Following persons are hereby authorized to attend the Pre Bid Meeting / Opening of Technical Bid/ Price Bid for
the tender mentioned above on behalf of.(Bidder) in order of
preference given below.

Order of preference	Name	Designation	Contact No	Specimen Signatures
I				
II				

Alternate Representative

Signatures of bidder
or

Officer authorized to sign the
bid Documents on behalf of the
bidder.

Notes:

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

ANNEXURE-VI

NEAR RELATIVE CERTIFICATE

(To be given by ALL Directors)

I _____ S/o.Shri _____ R/o _____
_____ hereby

certify that none of my relative (s) as defined in the tender document is / are employed in IIM Trichy as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIM Trichy shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Dated:

Signature

Name in block letters of the signatory

In capacity of

NOTE:

- In case of Company / Institution/ Body corporate, a list of all Board of Directors may be submitted along with the bid.
- In case of Company / Institution/ Body corporate, “Near Relative Certificate” are required by all the Directors of Company / Institution/ Body corporate excluding Government of India /Financial Institution nominees and Independent non-official part time Directors appointed by Government of India or the Governor of State.
- In case of Proprietorship firm, certificate will be given by the proprietor.
- For Partnership firm, certificate will be given by all the partners.
- The ‘Near Relative Certificate’ should be submitted as per clause 8

Annexure-VII

DECLARATION

I, _____ (name of the person) hereby declare that I am authorized to sign this document and that:

- 1) All the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our agency does not satisfy the eligibility criteria, our candidature/empanelment is liable to be cancelled/ terminated.
- 2) I understand that the decision taken by the IIM Trichy is final and binding in all matters.
- 3) I hereby agree to work as per the terms and conditions stipulated by IIM Trichy.
- 4) I understand that the IIM Trichy reserves the right to accept or reject and to cancel the tender and reject all bids at any time prior to the award of the contract, without detailing any specified reasons whatsoever.

Place: _____

Signature: _____

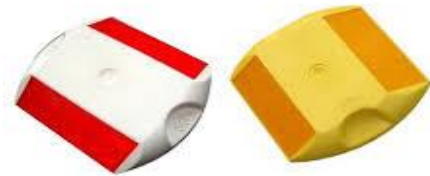
Date: _____

Name: _____

Designation: _____

ANNEXURE-VIII

Indicative of Image of Road Safety and Markings



ANNEXURE - IX

BANK ACCOUNT DETAILS

Sl. No.	Particulars	Details
1	Name of the Beneficiary	
2	Beneficiary's Bank Account No.	
3	Beneficiary's nature of Bank account	
4	Beneficiary's Bank name	
5	Beneficiary's Bank branch address	
6	Beneficiary's Bank branch code	
7	Beneficiary's Bank branch IFSC Code	
8	Beneficiary's Bank Branch, MICR Code	
9	GST No.	
10	PAN No.	
11	Beneficiary's Address	
12	Beneficiary's Contact No.	

CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER

Sl. No	Covers	Details	Remarks	Tick (√)
1	Envelope – A (Cover 1)	All the documents and Annexures, <i>except Price Bid document.</i>		
2	Envelope – B (Cover 2)	Only Price Bid documents as per Annexure- II		
3	Envelope – C (Cover 3)	Copy of the payment transaction receipts amounted to Rs. 1,180/- and Rs. 25,000/- towards tender fee and EMD, respectively, where applicable		
3	Main cover	All the above 3 covers put inside the cover “ Tender for Providing and Execution of Road Safety Measure & Marking Works at IIM Tiruchirappalli ”		
4	Whether GST Registration Certificate is enclosed.			
5	Whether PAN is enclosed.			
6	Whether documents in support of meeting the basic eligibility conditions stipulated in page no 2 & 3 of Tender document (i.e., proof for experience in similar nature of work, annual turnover, performance certification with verifiable contacts and financial solvency have been enclosed with Technical bid).			
7	<p>Whether duly filled in Technical Bid documents (i.e., Annexure-I to the tender document) along with all the related enclosures have been enclosed with the Tender:</p> <ul style="list-style-type: none"> i. Registration/ Incorporation details of the bidding firm/Agency/ Company ii. Documents in support of Legal Status of the Bidder. Copy of Registered Partnership Deed or Articles / Memorandum of Association in the case of partnership firm or Private Limited Company. iii. Authorization / Power of attorney for signing the tender document iv. Audited Annual Accounts, Income Tax Return and assessment orders for the last three consecutive financial years i.e., 2017-18, 2018-19 & 2019-20. If IT Return is not filled for 2019-20, unaudited financial statement should be attached. v. Details of completed contracts in the prescribed format during the last three years along with proof with verifiable contacts. i. Details of ongoing contracts in the prescribed format along with proof with verifiable contacts. ii. All other information/ details/ supporting documents/proof desired in the Tender document. 			

8	Whether Technical Bid documents as per Annexure-I of the tender document is submitted.	
9	Whether Undertaking Certificate as per Annexure-IV to the effect that the bidder had never been blacklisted by any of the Government Organization / Agencies is submitted.	
10	Whether Letter of Authorization to attend pre-bid and tender opening meetings as per Annexure-V is submitted.	
11	Near Relative Certificate as per Annexure –VI is submitted.	
12	Whether declaration as per Annexure-VII regarding accepting all the terms and conditions of the tender document is submitted.	
13	Whether Technical Bid documents and all the required enclosures to the Technical Bid are serially numbered and over writing/ erasures, if any, in the technical bid duly been signed and endorsed with seal?	
14	Whether an Index or Table of Content of all enclosures to the Technical bid has been prepared and attached with the Technical bid, to facilitate quick reference?	
15	Whether Tender documents have been signed with seal in all the pages by the bidder.	