

(MDI/Estates/AC VRV/VRF/2023-24 dated 15 January 2024)

TENDER DOCUMENT

For

**“Supply, Installation, Testing and Commissioning (SITC) of (120 HP)
HVAC High Efficiency(VRV/VRF) type Air Conditioning system at
Auditorium and Library Building, MDI Gurgaon”**

**Last Date of submission of filled tender at MDI Gurgaon:
05 February 2024, 1 P.M.**

**Pre-Bid meeting will be held on 19 January 2024 (Friday) at
2:30 PM at MDI Gurgaon**

(Tender document is to be submitted in original in sealed covers, duly filled and signed in blue/black color ink on all pages by Authorized Signatory/Proprietor with Company's seal stamped on each page).



MANAGEMENT DEVELOPMENT INSTITUTE
Mehrauli Road, Sukhrali, Gurugram-122007

CONTENTS OF TENDER DOCUMENT

Section No.	Description of Contents	Page No.
I	SECTION-I NOTICE INVITING TENDER For “Supply, Installation, Testing, and Commissioning (SITC) of 120 HP) HVAC High Efficiency(VRV/VRF) typeAir Conditioning system at Auditorium and Library Building, MDI Gurgaon”	3
II	SECTION-II IMPORTANT INFORMATION RELATED TO TENDER	4-5
III	SECTION -III INSTRUCTION FOR BIDDERS	6-11
IV	SECTION-IV ELIGIBILITY CRITERIA	12-13
V	SECTION-V GENERAL TERMS & CONDITIONS	14-17
VI	SECTION-VI TECHNICAL AND FUNCTIONAL SPECIFICATION	18-19
VII	SECTION-VII - ANNEXURES	
A	BIDDER DETAIL FORM- ANNEXURE-A	20
B	SELF-DECLARATION FOR NON- BLACKLISTING - ANNEXURE-B	21
C	ELIGIBILITY CRITERIA - ANNEXURE-C	22-23
D	ORIGINAL EQUIPMENT MANUFACTURER (OEM) AUTHORIZATION ANNEXURE-D	24
E	AVERAGE ANNUAL TURNOVER- ANNEXURE-E	25
F	EXPERIENCE PROOF FOR PROVIDING SIMILAR SERVICES– ANNEXURE-F	26
G	FINANCIAL BID PERFORMA - ANNEXURE-G	27-30
H	CHECKLIST – ANNEXURE-H	31

The bidders are requested to enclose an Index Table on the first page of the Technical Bid along with enclosures giving details about - Sl. No., Particulars, and Page Nos. from-to, so that during scrutiny of the documents no document is left overlooked by the Institute.



SECTION - I
NOTICE INVITING TENDER FOR

“Supply, Installation, Testing, and Commissioning (SITC) of (120 HP) HVAC High Efficiency(VRV/VRF) type Air Conditioning system at Auditorium and Library Building, MDI Gurgaon”

The Institute invites bids from the interested eligible and reputed OEM (Original Equipment Manufacturer) or their authorized channel partners/Dealers (Tender Specific Authorization) in “Two Bid System” consisting of “Technical Bid and Financial Bid” as mentioned hereunder, strictly in the format attached, for engaging agency for “Supply, Installation, Testing and Commissioning (SITC) of (120 HP) HP HVAC High Efficiency(VRV/VRF) type Air Conditioning system at Auditorium Building and Library Building, MDI Gurgaon”. Interested eligible bidders may submit bids in two separate envelopes duly super-scribed as "Technical Bid" and "Financial Bid". Both these bids should be put in one big envelope superscribed “Supply, Installation, Testing, and Commissioning (SITC) of (120 HP) HVAC High Efficiency (VRV/VRF) system MDI Gurgaon Campus”

The tender form can be downloaded from Management Development Institute Gurgaon website: <https://mdi.ac.in> from 15 January 2024 onwards and the same is duly filled along with enclosures be submitted in physical form through speed post /by hand latest by **05 February 2024 up to 1:00 PM** at MDI Gurgaon. Any bid received after the last date and time for bid submission will not be accepted and will be summarily rejected.

The prospective Bidders are advised to read the entire tender document carefully and satisfy themselves about the work, and site condition by visiting the MDI Campus (Estate office), on any working day between 10 a.m. and 5 p.m. before submitting their bid (nothing is payable for visiting the MDI campus in this regard). The sealed tender as specified in the tender document should be addressed to :-

“The Chief Administrative Officer (IS)
Management Development Institute,
Mehrauli Road Sukhrali, Gurgaon- 122007”

so as to reach on or before **1 PM, 05 February 2024**. The tender may be dropped in the Tender Box placed at the Estate Department Office at TakshaShila building before the last date and time.



SECTION - II
IMPORTANT INFORMATION RELATED TO TENDER

Sl. No.	Information	Dates
1.	Date/Time of Publishing of Tender	15 January 2024, 10 a.m. onwards https://www.mdi.ac.in/tenders.html
2.	Date/Time of Pre-Bid Meeting (for Clarification)	19 January 2024 / 2:30 PM (at MDI Gurgaon). Bidders are requested to depute only one person to attend the meeting.
3.	Date/Time of closing of Tender	05 February 2024 / 1:00 PM
4.	EMD Amount (Refundable to unsuccessful Bidder)	Rs. 2,50,000/- is to be paid through a Demand Draft in favour of " Management Development Institute Society ", payable at Gurgaon. The DD has to be placed in the Technical Bid, without envelope which the bid would not be considered valid.
5.	Period of validity of Tender	180 days from the date of closing of Tender
6.	Address for pre-bid and communication	MDI Gurgaon

- Sealed Bids are invited under two bid systems from reputed, well-established agency/firms in the prescribed formats.
- The bids duly filled in all respects enclosing necessary documents may be addressed to Chief Administrative Officer (Institutional Services), Management Development Institute Mehrauli Road, Sukhrali, Gurgaon-122007 (Haryana) so as to reach on or before **05 February 2024 / 1:00 PM**.
- The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below:

Bids queries to be addressed to: C.E(Estate Office), Management Development Institute Gurgaon
a. Postal address for submitting the Bids: Chief Administrative Officer (Institutional Services), Management Development Institute Gurgaon, Mehrauli Road, Sukhrali, Gurgaon-122007 Haryana.
- Tenders should be accompanied by Bid Security for an amount of **Rs. 2,50,0000/- (Rupees Two Lakh Fifty Thousand Only)** submitted in the form of Demand Draft in favour of "Management Development Institute Society", payable at Gurgaon.



5. Tenders received after the last date and time (i.e. 05 February 2024 at 1:00 PM) will not be considered.
6. MDI GURGAON reserves the right to either accept or reject any or all of the tenders without assigning any reason whatsoever and the decision of Director MDI Gurgaon shall be final and binding.

**C.E, Estate
MDI Gurgaon**



SECTION - III
INSTRUCTIONS FOR BIDDERS

1. Scope of Services: The scope of work is " Supply, Installation, Testing, and Commissioning (SITC) of (120 HP) HVAC High Efficiency(VRV/VRF) type system in Auditorium and Library Building". The scope of work shall consist of the cost of all materials, labor tools and plants, etc., engineering, supervision, Installation, calibration, and adjustment as required for the commissioning of the equipment. The term complete installation shall mean, not only major items of the plant and the types of equipment covered by the specifications but also incidental sundry components necessary for complete execution and satisfactory performance of installation with all labour charges, whether or not specifically mentioned in the tender documents which shall be provided by the contractor at no extra cost.
2. Noting shall be paid for the damage by rain, floods or any other act of God.
3. The whole work shall be carried out strictly in accordance with CPWD specifications with up-to-date amendment/correction slips up to the entire satisfaction of the Engineer- in-charge.
4. Nothing shall be paid for unforeseen delays on account of the non-availability of any kind of material drawing or design.
5. The contractor shall provide suitable measuring arrangements at the site for various articles brought by him.
6. In this contract schedule of rates, only an essential portion of items have been written but it will be deemed to cover the entire items fully described in Haryana Common Schedule of rates.
7. No claim will be entertained from the contractor in case of any mistake in description, rates or unit occurs in any of the items taken in this schedule while composing this on account of typing or comparison and over-sighting. If there is any mistake, the same shall be rectifiable at any stage as per the Haryana common Schedule of rates.
8. Approximate quantities have been given in the contract schedule of rates and these may vary at the time of actual execution of the work. The payment will however be made according to the actual work done by the contractor.
9. The amount of work can be increased or decreased as per the requirement of the site and the contractor will have no claim on this account.
10. The items given in the contract schedule of rates can be changed by the Engineer-in – charge and its execution will be binding on the contractor.



11. In the event of any extra or additional work being carried out under orders in writing of the Engineer-in-charge of the work in connection with any type of work, the same shall be measured as laid down in the respective schedule of D.S.R. 2021, any amendment thereof.
12. No claim on account of fluctuation in prices due to any reasons whatsoever will be considered.
13. The department reserves the option to take away any items of the work or any part thereof at any time during the currency of the contract and re-allot it to another contractor with due notice to the contractor without liability of compensation.
14. The successful contractor shall have to sign an affidavit to the effect that he has no relation or connection with the firm/contractor blacklisted by Govt. of Haryana /Govt. of India from time to time.
15. Any item of work not provided in the contract schedule of rates, if required to be executed will be paid as per Haryana schedule of rates 2021.
16. Before energizing the system for any type of electric installation the following tests /certificates should be given by the contractor wherever applicable.
 - a. Earth resistance test.
 - b. Insulation test.
 - c. Polarity test.
 - d. CEI inspection/test (where ever mandatory required).
17. All cable connections with main switches and MCCB shall be through dowel or any other reputed tinned copper/Al lugs/thimbles duly crimping tools & earthing connection be also made solidly.
18. All recess chases and holes made for wiring or other purpose shall be filled up properly and wholly and brought to its original finish to the satisfaction of the Engineer- in-charge.
19. The route and diagram in duplicates on suitable size of tracing cloth for cables/installation made shall have to be supplied immediately after completion of work.
20. The contractor has to strictly follow the fair wages clause.
21. The contractor shall be required to give the insulation test certificate applicable type test as per the latest IS /specification and routine test conducted by the manufacturer.
22. The tests should be conducted in the presence of the MDI GURGAON Engineer-in-charge.



23. The items/materials brought at site of work should be ISI marked/specified make and as per the list approved appended in the NIT. In case there is any dispute regarding its quality then the same will be got checked from any approved laboratory at his own cost by the contractor within 10 days from the date of order given by the Engineer-in-charge in writing.
24. Analysis of rates for non-schedule items i.e. items that are not provided in the schedule of rates shall be based on the rates of materials and wages of labour provided in the DSR – 2021/minimum wages act in case such rates of materials and wages of labour not mentioned in DSR- 2021, but involved in the non – schedule items, the rate should be determined as per actual lowest market rates at the time of execution of work. The contractor shall be required to provide in original such voucher which shall be subject to verification by the Engineer – in – charge, if deemed necessary. The rates for non-schedule items shall be computed on the basis of voucher rate plus contractor profit of 10% and approved by the competent authority.
25. All M.S. parts /accessories (except for earthling work) to be installed for overhead/underground works are required to be galvanized/ powder painted with the approved color as desired by the Engineer-in-charge after due primer coat. This work is essential irrespective of items issued by the Department or otherwise.
26. The contractor shall comply with the provision of the Apprentice Act 1961 and the rules and orders issued there from time to time and if he fails to do so his failure will be a breach of contract. The engineer-in-charge may at his discretion cancel the contract and shall also be liable to peculiar liabilities arising on A/c of violation of the provision of the act by him.
27. The contractor shall submit original manufacturer test reports, type test, routine test as per applicable IS with respect to panel, cable, and major materials.
28. After completion of the work, a complete drawing showing connections to the various equipment is to be prepared by the contractor and submitted to the department along with the final bill of the work.
29. The contractor shall not be entitled for any payment on account of work done by him till he signs the contract agreement.
30. The contractor will have to complete the work within time. Non – Non-availability of material OR delay in consignment will not be entertained to as an excuse for the extension for time for completion of work except any force majeure.
31. If any make of the items is not specified /miss-specified, any ambiguity or inconsistency that can be clarified by the Engineer-in-charge of the work and the decision of the Engineer will be final.



32. The tender shall remain valid for 120 days from the last date of submission of bids. After the issuance of Letter of Award (LOA) , in case the contractor fails to commence the work, his earnest money will be forfeited. Also, after the issuance of Letter of Award (LOA) in case the contractor withdraws or amends his offer his earnest money will be forfeited. He will also be liable to be debarred /blacklisted in both the cases.
33. Tender quotations that are dependent upon the quotations of another tender shall be summarily rejected.
34. The actual quantities of the work completed successfully and accepted shall be paid.
35. **AUTHORITY OF THE PERSON SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER:-** The person who has signed these Tender papers (including the terms and conditions) has got authority to sign on behalf of the supplier. It is discovered at any time that the person so signing had no authority to do so, the purchaser without prejudice to any other right or remedy available to him may, cancel the contract and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.
36. **TESTS AND INSPECTION:** The material shall be inspected and tested by the purchaser or his authorized agent before dispatch unless dispensed with in writing by the purchaser. The Supplier shall give to the purchaser at least 10 days advance notice from the date of readiness of material for such inspection and test.
37. **METHOD OF TESTING:** The Purchaser or his authorized agent shall have the right to put all the material or part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing by the purchaser or his authorized agent.
38. **REMOVAL OF REJECTED MATERIAL:** If any material is rejected by the Purchaser or his authorized agent after tests and inspection or by the consignee, the material so rejected shall be removed from the premises of rejection by the supplier at his own cost. Such rejected material shall under all circumstances lie at the risk of the Supplier from the moment of such rejection; and if such material is not removed by the Supplier within a period of 5 days, from the date of notice given by the consignee/Purchasing Department for lifting of such material, Purchaser or his authorized Agent or consignee may dispose of such material in any way at the Supplier's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal and shall also be entitled to recover. Handling and storage charges for the period during which the rejected material is not removed.
39. **POST RECEIPT INSPECTION:** The material after receipt in the stores of the MDI shall be subjected to inspection for its conformity to the specification by are presentative of the MDI in the presence



of the representative of the contractor/supplier after issuance of e-mail notice/ telephonic communication to the supplier/ contractor. In case the firm fails to depute a representative on the specified date, the MDI would be free to get the material checked in the absence of firm's representative for which the firm would have no reason to protest at any stage and would be fully responsible of the outcome.

40. The contractor must carefully study the technical specifications and general terms and conditions before preparing of tender. All terms and conditions of NIT and Corrigendum shall be applicable.
41. All tenders/offers will be regarded as constituting an offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the notice inviting tenders or as indicated by the Contractor in his tender/offer, whichever be later.
42. The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for an increase in prices.
43. Authenticated documents to prove the authority of the signatory (legal power of attorney in favor of the signatory) must be uploaded. Memorandum of article and Memorandum of association of the firm, if applicable, shall also be uploaded with the tender.
44. The deviations in Technical & Commercial Terms and Conditions, if any, must be brought out clearly failing which it will be presumed that the same are acceptable into-to.
45. The contractor/s shall submit their offer in an ambiguous free wording failing which MDI interpretation will be final.
46. The revision of price bid after the opening of Part-I i.e. technical and commercial part of the tender is not allowed. In case of withdrawing the same within the validity period, EMD shall be forfeited
47. **Arithmetical Errors:** - in case of any inconsistency in the prices furnished, the purchaser shall be entitled to consider the lowest prices for evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures and in words) whichever is more beneficial to the purchaser/MDI.
48. Material offered should be strictly according to the technical specification attached with the tender documents as laid down in NIT to the Terms and conditions of the contract. Unless a deviation in the specifications given in the NIT is pointed out by the Contractor specifically, it will be presumed that Offer/tender conforms to the specifications as laid down in Section-VI.

In case of any ambiguity in the MDI technical Specification, the provision of relevant IS with latest amendment will prevail. The Engineer-in- Charge, MDI shall be the deciding authority in such cases.



49. EMD is liable to be forfeited in case of evidence of cartel formation by the bidder(s).
50. **Submission of Quality Assurance Procedure:-**The Vendor / Contractor at the time of submission of the drawings for approval from MDI is also required to submit a Quality Assurance Procedure (QAP) of the materials to be supplied for review and approval. In this QAP, the vendor/contractor shall clearly indicate the quality measures being taken by the manufacturer to maintain the quality of the finished product. The drawings/QAP once approved shall not be required to be submitted for approval again.
- (i) Tests being performed on the raw material purchased by manufacturer for manufacturing of the finished product.
 - (ii) Tests being conducted during manufacturing of the product (In process testing).
 - (iii) Tests which shall be done on the finished product at the time of pre-dispatch inspection.
 - (iv) Test results assured by the vendor.
 - (v) Tests procedure followed for the inspection with full details of test setup etc.

The Inspection shall be carried out on the basis of the approved QAP. All the details provided by the vendor/contractor shall be verified by MDI / Third Party during the inspection and if any deviation is found from the approved documents, it will be noted in the inspection report.

51. Only those firms who have not been blacklisted by any State Govt. or any State/Central Govt. Power Utility in India on the date of issuance of NIT shall be entitled to submit the tenders. The firm shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value duly attested by the Notary public.
52. Safe custody of all machinery and equipment supplied by the contractor shall be his own responsibility till the final taking over by the MDI Gurgaon. The contractor shall be fully responsible for any loss of equipment and his manpower/labour during execution of this work.
53. The contractor shall operate the system for a period of 15 days after it is energized the date of taking over the equipments shall be reckoned after its trouble free operation during the running period.



SECTION - IV
ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documents to be submitted
1	<p>Bidders shall be the either Original Equipment Manufacturers (OEM) or A Bid specific authorized Channel partner of Carrier/ Toshiba/ Daikin/ O General/ Mitsubishi/ Hitachi/ Voltas/ Blue Star/ LG on behalf of the Principal / OEM.</p> <p>If OEM's authorized partner submits bid on behalf of the principal /OEM, the same partner shall not submit a bid on behalf of another principal /OEM for this tender.</p>	<p>1. If the applicant is Manufacturer (OEM), they should enclose the details of locations where the manufacturing and testing facilities are available.</p> <p>2. If the bidder is an authorized partner for the OEM, the standard MAF (Manufacturer's Authorization Form) as per the MDI Gurgaon's format Annexure -D should be submitted.</p>
2	The Bidder or its OEM should have permanent office or at least one service center within the geographical area of Delhi- NCR for quick response in case of breakdowns.	Copy of Self-certification along with location and contact details of the said service center/office to be enclosed in this regard.
3	The average annual turnover for financial year 2020-21, 2021-22 and 2022-23 should not be less than Rs.50.00 lakh.	Submit copies of audited balance sheets/ IT returns, form 26AS for the years as documentary evidence
4.	The Bidder must have similar work successfully in the last 2 years in one centre, any Central / State Govt Organization /PSU / Public Listed Company	A copy of satisfactory Performance Certificate from the client mentioning the VRV/VRF/VRF AC capacity and date of installation to be submitted.
5.	The firm/entity should have successfully completed similar work (HVAC High Efficiency VRV/VRF AC system) as detailed below in the period starting 2020-21.	Submit following details of only those works which are required to fulfill the above work experience PQ criteria:
	<p>- Three similar single work orders completed works each costing not less than Rs.40.00 lacs.</p> <p style="text-align: center;">or</p> <p>- Two similar single work orders completed works each costing not less than Rs.50.00 lacs.</p> <p style="text-align: center;">or</p> <p>- One similar single work order completed works</p>	<p>a) Name, address and contact nos. of client. :</p> <p>b) Work order reference and details (Submit copy of work order) :</p>



	costing not less than Rs.100.00 lacs.	c) Order Value : d) Date of start of work : e) Scheduled date of completion of work : f) Actual date of completion of work (Submit copy of completion certificate) Submit copies of work order/certificates in proof
6.	The firm should registration have valid PAN card, GST registration	
7.	Should be an income tax assessee for the previous Three financial years, i.e.2020-21, 2021-22 and 2022-23	Submit copy of IT returns for the years

Note: Documentary evidence like certificates etc. must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.



SECTION-V
GENERAL TERMS & CONDITIONS

1. **PRICES:-** The rates shall be inclusive of all types of taxes.
2. **Make & quality of materials:** - As per Annexure-G.
3. **PERIOD OF CONTRACT:** - The work must be completed within the stipulated period of 60 days.
4. **PENALTY / DEDUCTIONS:** -
 - a. in case of noncompletion of work within the stipulated time, a penalty equaling 10% of the total cost of works shall be levied from the contractor.
 - b. In case of any leftover work/unsatisfactory work in the opinion of the Engineer-in-charge, the work will be done by some other contractor at the contractor's risk and besides cost penalty will be imposed @ 10% of the leftover work cost.
5. **FORCE MAJEURE:-** Contractor shall not be liable for any delay for reasons arising out of compliance with regulations, orders, or instructions of Central / State Govt., acts of God, acts of civil and Military authorities, fires, floods, strikes, lockout, freight embargoes, war-risk, riots, civil commotion, epidemics and accidental. If the contractor wants, the reasons may be explained through a request application which may be prior to delay.
6. **NEGLIGENCE:-** If the contractor neglects to execute the work with due diligence and expedition or refuses to do the work, then MDI may serve 15 days' notice, in writing to the contractor to make good the failure within the stipulated time otherwise MDI shall be at liberty to take the work wholly or partially at the risk and cost of the contractor at a reasonable price. It shall be lawful for the MDI to retain any balance which may otherwise be due to the contractor on any account if dues of the contract are not sufficient to cover the amount thus recoverable from the contractor and to recover the whole of the balance of the amount from the contractor by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to rights available to the MDI under other clauses of the terms and conditions.
7. **SUBLETTING NOT ALLOWED:** The contractor shall not sublet the contract.
8. **SECURITY DEPOSIT AND EMD:-** (a) The 5% security, all types of taxes TDS, labor cess as per Govt. rules as charged by the government from time to time and water charges 0.5% if used and 0.5% electricity charges OR as per actual meter consumption shall be covered from each running bill. However, the earnest money deposited by the contractor shall be adjusted into to the security deposit. The 5% security so deducted from the running bill OR final bill will be refunded after the completion of defect free period of one year from date of completion/handing over the work. No interest will be paid on the deposited security.



9. **PERIOD OF LIABILITY:** The contractor shall give warranty for the period of one year for all items however the warranty will be as per warranty offered by the manufacturer but not less than one year from the date of successful commissioning of the work.
10. **MEASUREMENT:-** All measurement shall be in metric system. All the works completed will be measured by the representative of the Engineer-in-Charge. The contractor will submit the bill in duplicate on approved Performa to the Engineer-in-Charge.
11. **ENGAGEMENT OF ADEQUATE MANPOWER:-** The contractor shall provide skilled Manpower/ Engineer for "Supply, Installation, Testing, and Commissioning (SITC) of (120 HP) HVAC High Efficiency(VRV/VRF) system in Auditorium and Library Building" since he will be fully responsible for loss of life & property as per clause -17 follows further.
12. **TERMS OF PAYMENT:-** Subject to any deduction which the MDI may be authorized to make under this contract, the payment shall be made as follows "70% payment shall be made against the running bill on erection of material at site after deduction 5% security on adjustment of EMD.
13. **MODE OF PAYMENT:** The payment shall be made through online transfer in favour of contracting firm.
14. **INCOME AND OTHER TAXES DEDUCTIONS:** The income tax plus surcharges and any other statutory levies required to be deducted by the MDI will be deducted at source at the rate applicable as per Haryana Govt. Rules from time to time.
15. **SERVICE TAX:-** No service tax will be paid extra, it is liable on the services provided by the contractor. However, non-claiming of service tax from the MDI by the contractor cannot help the contractor escape from his liability to the Govt. against the taxable service. In case, the service tax is to be paid by the MDI, the contractor will have to submit the proof of submission of service tax claimed from MDI to the relevant authority.
16. **TAXES AND DUTIES:-** No taxes or duties will be paid extra.
17. **SAFETY RULES:-** Contractor shall have to comply with all the provisions of Safety rules. The contractor shall be fully and wholly responsible for any mishappening, injury, or fatal/non-fatal accident sustained by him / his employees/workers at site during the performance of the work under the contract and MDI shall not entertain any claim of this account. However,



18. **REACH OF CONTRACT:-** If the contractor fails to adhere to the time schedule or if his services are found to be unsatisfactory, the MDI will be entitled at its option either:-
- To recover damages as per the penalty clause mentioned as above, if the said delay is not covered under the Force Majeure reasons.
 - To get the work done from any other agency after serving a notice of three days to the contractor at his risk and cost and without prejudice to the other provisions of the work order.
- OR
- To cancel the contract by giving 15 days notice & forfeit the security.
19. **CONTRACT AGREEMENT:-**The contractor shall execute a contract agreement on specific Performa on Nonjudicial Stamp Paper of appropriate value within 4 days of date of issue of LOA/ W.O. Cost of the stamp paper will be borne by the contractor. The person who has signed the tender papers should have got authority to sign on behalf of the contractor. If it is discovered at any time that the person so signing has no authority to do so, the MDI without prejudice to any other right or remedy available to it, may cancel the contract and get the work done from any other agency at risk and cost of the contractor. The contractor shall mean the contractor's legal representatives, successors and assigns.
20. **ARBITRATION:-** In all cases of disputes or disagreements between the parties arising out for the Settlement of the differences, the matter shall be finally settled by the Arbitrator appointed by the Director, MDI Gurgaon & the dispute will be dealt in accordance with the provision of the Arbitration & Conciliation Act, 1996.
21. **JURISDICTION:-** All legal proceedings in connection with the contract shall be subject to the Territorial jurisdiction of local court at Gurgaon(Haryana).
22. **ELECTRICITY / WATER:-** Electricity/ Water will be provided @0.5% cost of the tender as per the requirement of job & electricity charges will be charged as per actual energy meter consumption or 0.5% of the total work done cost.
23. **ACCOMMODATION** contractor will be responsible for the accommodation of his employees/workers deployed for execution of work. No accommodation will be provided by MDI Gurgaon.
24. **TRANSPORTATION OF MATERIAL:-**
- The contractor shall make his own arrangement for transportation of the material from site to anywhere and vice versa.
 - The contractor shall make his own arrangement for removal of old as well as unused material from the site to the place as specified by the Engineer-in-Charge after completion of work.



25. PRESERVATION & STORAGE OF MATERIAL:-

All the material issued to the contractor by the MDI or brought by the contractor for its bonafide use shall be stored and preserved against any loss, damage, shrinkages or deterioration in form. Any damage / loss suffered on this account shall be considered as loss due to willful negligence on part of the contractor and shall be liable to compensate MDI for these losses suffered at penal rates to be determined by the MDI. The rates charged for the purpose of recovery shall be final and binding on the contractor.

26. SUPERVISION OF WORK:-The Engineer-in-Charge shall have the general supervision of the work. The work shall have to be started by the contractor as per the instruction of Engineer-in-Charge or his authorized representative at any time on working day, on holiday or after office hours. All the work is to be executed as per approved design and entire satisfaction of the Engineer –in-charge. The decision of Engineer-in-charge shall be final with regards to all matters relating to his contact.

27. AUTHORIZED REPRESENTATIVE:- The firm will intimate (in writing) the name of authorized representative at site to whom necessary instructions regarding the works can be imparted and who will make correspondence regarding contract related issues. The signatures of the aforesaid authorized representative shall be got attested from First Class Magistrate or Notary Public.

28. OWNERSHIP DEED:-The firm will give ownership deed / partnership deed/proprietorship deed (As applicable) duly attested by Notary Public for record and reference of his office.



SECTION-VI

TECHNICAL AND FUNCTIONAL SPECIFICATION

NAME & SCOPE OF WORK:

- a. "SITC 120 HP OF High Efficiency VRV/VRF type Air Conditioning system at Auditorium and Library building at MDI Gurgaon"
- b. The New High Efficiency VRV/VRF type System should be the latest in technology, most energy efficient, and easy to maintain and operate.
- c. The Make of High Efficiency VRV/VRF system should be as per tender specifications.
- d. The technical support team should be available in the location/city to take care of any specific technical problem that arises in the High Efficiency VRV/VRF system.
- e. The Successful Bidder shall prepare the necessary layout and related drawings for the SITC of the units and get approval from the Estate Deptt.
- f. As the High Efficiency VRV/VRF system is to be installed in the Auditorium and Library Building, while supply, installation, testing, and commissioning of the unit in liaison with the Estate Deptt should be taken care by the Successful Bidder.
- g. All necessary drawings/manuals etc related to the High Efficiency VRV/VRF system should be provided to the Estate Deptt.
- h. All necessary approval, if any related to installation etc from local authorities to be taken care by the Successful Bidder.
- i. The works should be performed in such a manner that not to disturb any of the other stakeholders / Office.
- j. As the dismantling involves cutting of false ceiling and repairing of the same after installation of the new High Efficiency VRV/VRF system, Successful Bidders must ensure that there should not be any structural damages / any other damages to the property if anything happens due to the same, the all necessary repair/replacements to be born by the L1 bidder and no any payments shall be made by the Estate Deptt.
- k. All other accessories/materials to be used for installation/maintenance of the same should be as specified for the OEM machine units.
- l. The Successful Bidders shall be liable for all their material/manpower and their safekeeping at their end.
- m. The Successful Bidder should keep all insurance/bonds as desired for their Material/manpower at their cost. The successful Bidder shall take all necessary insurance to their workmen staff. If any injuries/casualties arise to their



workmen/supervisors etc the MDI Gurgaon will not be liable for the same and all claims are to be settled by the L1 bidders only.

- n. The L1 bidder shall follow all safety precautions/labour laws / Government guidelines / local laws related to the said work etc as specified from time to time.
- o. All necessary safety precautions as specified by the Central govt/ state govt / local authorities related to COVID-19 should be followed by the Successful Bidders.
- p. The Successful Bidders must follow the proper SOP as per CPWD guidelines while installation of the units.
- q. If any deviation, the Successful Bidders must get approval from the Estate Deptt, MDI Gurgaon.
- r. The L1 bidder must complete the work within the specified timelines and the tender quantities. If any deviation arises, the successful Bidder must take prior approval from the MDI Gurgaon for execution of the said work.
- s. No deviation in the rates is allowed / no conditional tenders are allowed.
- t. The Successful Bidder has to follow all necessary instructions/guidelines issued by MDI Gurgaon for the execution of the work.
- u. The MDI Gurgaon has all rights to terminate any related / all works, at any stage of time, without assigning any reason to the bidder.
- v. The bidder will ensure to dispose off the malba/debri etc outside the campus at the MCG designated place at his own cost after completion of the work.
- w. The bidder will ensure execution of work without disturbing the smooth operation of the department working and the nearby building.
- x. The bidder will ensure timely completion of the awarded work.

Agreed and accepted all the above Terms and Conditions



SECTION – VII

ANNEXURE-A

BIDDER DETAILS FORM

S.No	Description	Information
1	Name of Tenderer agency/firm	
2	Date of Incorporation of agency/firm (attach certificate of registration)	
3	Details of Earnest Money Deposit	DD No. dateof Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand Only) in favor of “ MANAGEMENT DEVELOPMENT INSTITUTE SOCIETY ” Payable at Gurgaon.
4	Name of Director/ Partner	
5	Full Address of Registered Office: Telephone No.: FAX No.: E-Mail Address :	
6	Full address of Operating Branch/Office: Telephone No. FAX No. E-Mail Address	
7	MDI Gurgaoner of Firm/Agency (Copy of canceled cheque)	
8	PAN No./GIR No. (Attach attested copy)	
9	GST Registration No (Attach attested copy)	
10	Employee Provident Fund Registration No. (if applicable)	
11	Employee State Insurance Registration No.: (if applicable)	

Signature of authorized person

Official Seal



SELF-DECLARATION FOR NON BLACK LISTING
(to be printed on the bidder letterhead)

Date:...../...../.....

Chief Administrative Officer (Institutional Services)
Management Development Institute Gurgaon
Mehrauli Road, Sukhrali, Gurgaon-122007 (Haryana)

Dear Sir/Madam,

In response to the Tender Document for Selection of agency/firm for **"Supply, Installation, Testing, and Commissioning (SITC) of (120 HP) HVAC High Efficiency (VRV/VRF) type Air Conditioning system at Auditorium and Library Building, MDI Gurgaon"**, I / we hereby declare that presently our company / firm has not been ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government / PSU / Autonomous Body.

We further declare that presently our Company / firm is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State / Central Government / PSU / MNC on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our EMD may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Signature of authorized person

Name:

Place:

Date:

Official Seal



ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documents to be submitted
1.	<p>Bidders shall be the either Original Equipment Manufacturers (OEM) or A Bid specific authorized Channel partner of Carrier/ Toshiba/ Daikin/ O General/ Mitsubishi/ Hitachi/ Voltas/ Blue Star/ LG on behalf of the Principal / OEM.</p> <p>If OEM's authorized partner submits bid on behalf of the principal /OEM, the same partner shall not submit a bid on behalf of another principal /OEM for this tender.</p>	<p>If the applicant is Manufacturer (OEM), they should enclose the details of locations where the manufacturing and testing facilities are available.</p> <p>If the bidder is an authorized partner for the OEM, the standard MAF (Manufacturer's Authorization Form) as per the MDI Gurgaon's format Annexure 3.5 should be submitted.</p>
2.	The Bidder or its OEM should have permanent office or at least one service center within the geographical area of Delhi- NCR for quick response in case of breakdowns.	Copy of Self-certification along with location and contact details of the said service center/office to be enclosed in this regard.
3.	The average annual turnover for financial year 2020-21, 2021-22 and 2022-23 should not be less than Rs.50.00 lacs.	Submit copies of audited balance sheets/ IT returns, form 26 AS for the years as documentary evidence
4.	The Bidder must have similar work successfully in the last 2 years in one centre, any Central / State Govt Organization /PSU / Public Listed Company/Private	A copy of satisfactory Performance Certificate from the client mentioning the VRV/VRF AC capacity and date of installation to be submitted.
5.	The firm/entity should have successfully completed similar work (HVAC High Efficiency VRV/VRF AC system) as detailed below in the period starting 2020-21.	Submit following details of only those works which are required to fulfill the above work experience PQ criteria:
	<p>- Three similar single work orders completed works each costing not less than Rs.40.00 lakh.</p> <p>or</p> <p>Two similar single work orders completed works each costing not less than Rs.50.00 lakh.</p> <p>or</p> <p>- One similar single work order completed works costing not less than Rs.100.00 lakh.</p>	<p>Name, address, and contact nos. of the client. :</p> <p>Work order reference and details (Submit copy of work order) :</p>



		g) Order Value : h) Date of start of work : i) Scheduled date of completion of work : j) Actual date of completion of work (Submit copy of completion certificate)
6.	The firm should registration have valid PAN card, GST registration	Attach self attested copies
7.	Should be an income tax assessee for the previous Five financial years, i.e.2020-21, 2021-22 and 2022-23	Submit copy of IT returns for the years

Note: Documentary evidence like certificates etc. must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature of authorized person

Name:

Place:

Date:

Official Seal



ORIGINAL EQUIPMENT MANUFACTURER (OEM) AUTHORIZATION

To

CAO(IS),
Management Development Institute,

Dear Sir:

Ref: tender No.

We who are established and reputable manufacturers/producers of having factories/ development facilities at (address of factory/facility) do hereby authorize M/s.....(Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor Such Products as the Institute may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and in the event of termination of production of such Products:

Advance notification to the Bank of the pending termination, in sufficient time to permit the Institute to procure needed requirements; and Following such termination, furnishing at no cost to the Institute, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.



AVERAGE ANNUAL TURNOVER

(Attach certificate duly certified by a practicing Chartered Accountant)

“Supply, Installation, Testing, and Commissioning (SITC) of (120 HP) HVAC High Efficiency (VRV/VRF) type Air Conditioning system at Auditorium and Library Building, MDI Gurgaon”

Financial Year	Amount (Rs.)	Average Annual Turnover (Rs)
2020-21		
2021-22		
2022-23		

Signature of CA Firm

Date:-

Place:-

Official Seal



EXPERIENCE PROOF FOR PROVIDING SIMILAR SERVICES

(On the Agency/firm letterhead)

“Supply, Installation, Testing, and Commissioning (SITC) of (120 HP) HVAC High Efficiency (VRV/VRF) type Air Conditioning system at Auditorium and Library Building, MDI Gurgaon”(Details of the major **similar contracts handled** during the last three years (i.e. 2020-21, 2021-22 and 2022-23) (if the space provided is insufficient, a separate sheet may be attached):

Sl.No	Details of the Client, Address, Telephone No.	Amount of contract (Rs)	Work Order attached (Yes / No)	Completion Certificate attached (Yes / No)
Financial Year 2020-21				
1				
2				
3				
Financial Year 2021-22				
1				
2				
3				
Financial Year 2022-23				
1				
2				
3				

Submit the copy of work orders along with satisfactory completion certificate issued from at least three client's details, to whom services have been provided by the bidder in the past. The certificate should preferably be each year from Govt organizations/PSUs/MNCs/large-size corporates and a self-attested copy of the same should be submitted.

Signature of authorized person

Name:

Date:

Place:

Official Seal



(MDI/Estates/AC VRV/VRF/2023-24 dated 15 January 2024)

FINACIAL BID PROFORMA

“Supply, Installation, Testing, and Commissioning (SITC) of (120 HP) HVAC High Efficiency (VRV/VRF) type Air Conditioning system at Auditorium and Library Building, MDI Gurgaon”
(To be printed on the letterhead of the tenderer and to be sealed in a separate envelope)

SCHEDULE OF QUANTITIES					
S. No.	Description	Unit	Qty.	Rate	Amount
				(Rs.)	(Rs.)
PART A	HIGHSIDE (EQUIPMENTS)				
1	Outdoor Unit - Heating and Cooling High Efficiency VRV/VRF System				
	Supply of Variable Refrigerant Volume air cooled Outdoor units suitable for cooling and heating, having all hermetically sealed inverter type Scroll Compressor(s), minimum two compressors for above modules, microprocessor-based Controller, top discharge type condensing unit(s), with R410A Refrigerant, vibration isolators, with suitable foundation etc. complete as required. The unit shall deliver the rated capacity at AHRI Conditions and work even at 50°C ambient temperature without tripping. The unit shall be suitable to work on 400V +/- 10%, 3 Phase, 50 Hz AC power supply. The unit shall be filled with first charge of the refrigerant and ready for use as required. The COP at AHRI conditions shall not be less than 3.1 and IEER not less than 6.5 .				
1.1	120 HP (12 HP-4 Nos + 18HP- 4 Nos)	Nos.	1.00		
1.2	TIGHT JOINT	SET.	8.00		
2	Supply of 10000 CFM Air Handling Unit With 30 mm extruded aluminum profile 0.63 mm inner and outer skin of 25 mm thick puf panel with the density of 40 kg/cum @50 mmwg static pressure with backward curved blower and IE-2 motor with pre filter, 6 row deep DX coil, 3/8" copor tube dia, .35 mm coper tube thickness. (MAKE : - CITIZEN ZECO EDGTECH				
2.1	AHU OF 10000 CFM @ 50 MM WC (Make- ZECO/EDGETECH/CITIZEN (25 TR)	Nos.	4.00		
2.2	Supply off AHU Kit	Nos.	8.00		
3.0	Supply Of Y -Joint	Nos.	4.00		
4.0	Supply Of wire remote	Nos.	4.00		
		Total of Equipment			



S. No.	Description	Unit	Qty.	Rate	Amount
				(Rs.)	(Rs.)
Part 'B'	LOW SIDE WORK				
A	INSTALLATION :				
1	Outdoor Unit - Heat and Cooling High Efficiency VRV/VRF System				
1.1	120 HP	Nos.	1.00		
1.2	AHU OF 10000 CFM @ 100 MM WC	Nos.	4.00		
1.2	AHU Kit	SET.	8.00		
1.3	MS Stand for AHU & Outdoor Unit	NOS.	6.00		
1.4	Dismantle & Lifting Shifting of OLD AHU & Chiller & Ducts	NOS.	4.00		
2	Cable Tray				
	Providing and laying of cable tray for exposed pipe				
2.1	300mm X 100mm	RM	60.00		
3	PVC Piping				
	Providing and fixing of PVC drain pipe duly insulated with fitting for following sizes				
3.1	50 MM	RM	34.00		
B	PIPING WORKS :				
1	Refrigerant Piping				
	Providing and fixing of refrigerant pipe with 13 , 19 mm thick closed cell elastomeric nitrile rubber tabular insulation as per specifications and drawing (MAKES :- MANDEV, RAJCO , Maxflow DAIKIN - JOBU)				
1	34.1 mm 1.21 mm	RM	1580		
2	28.5 mm 1.21 mm	RM	1205		
3	22.2 mm 1.21 mm	RM	987		
4	19.1 mm 1.00 mm	RM	850		
5	15.9 mm 1.00 mm	RM	755		
6	12.7 mm 0.80 mm	RM	720		
7	9.5 mm 0.80 mm	RM	465		
8	6.4 mm 0.80 mm	RM	380		
C	AIR DISTRIBUTION :				
1	Ducting (Site Fabricated)				
	Supply, fabrication, installation, testing and balancing of GSS rectangular ducts, complete with quadrants, guide vanes etc. complete with all fittings such as tee, elbows, special off shoots, turning valves, splitters, inspection doors, transformation pieces etc. as required as per SMACNA standards including suspension and supporting arrangement for plenum, duct etc. as per drawing and specifications				



S. No.	Description	Unit	Qty.	Rate	Amount
				(Rs.)	(Rs.)
1.1	24 G	Sqm.	60.00		
1.2	22 G	Sqm.	80.00		
2	Duct Insulation (Nitrile Rubber)				
2.1	Supply & application of duct insulation with 13 mm thick Nitrile Rubber / XLPE	Sqm.	140.00		
3	Grilles/Diffusers/Louvres				
	Providing and fixing Aluminium supply air and return air grilles and diffusers				
3.1	Grill and Diffuser With Damper	Sqm.	24.00		
4	Flexible Canvas Duct Connection				
	Providing and fixing Fire retardant non porous double layer flexible connection between each indoor unit and duct.	Nos.	4.00		
D	ELECTRICALS :				
1	Control & Transmission Wiring				
	Providing & fixing of control cum transmission wiring in suitable conduits between indoor and out door unit & indoor unit & its remote controller.				
1.1	2 core x 1.5 sqmm	RM	320.00		
	Supply & laying of 1100 volts grade XLPE insulated, sheathed & armoured Power cables with Cu conductors complete as specified with all fixing accessories including covered cables trays.				
a	4C X 16 SQMM CU	RM	100.00		
b	4C X 10 SQMM CU	RM	100.00		
c	4C X 4 SQMM CU	RM	100.00		
	CABLE TERMINATION				
	Supply & Fixing of Cable Termination for electrical cables of 1100 volts grade XLPE insulated, sheathed & complete as specified with all fixing accessories but excluding covered cables trays.				
d	4C X 70 SQMM (Alumminim)	RM	R/O		
2	Providing and fixing 8 SWG dia double CU wire on surface or in recess for loop earthing along with existing surface / recessed conduit/sub main wiring / cable etc. as reqd.	RM	400.00		



S. No.	Description	Unit	Qty.	Rate	Amount
				(Rs.)	(Rs.)
3	ODU Weather proof Box				
3.1	Supply & Installation of Weather Proof ELCB Boxes for ODU's. 63Amp. Incomer & Nos. Outgoing of 4No. 63Amp. & 4 No. 40Amp. ,	Nos.	8.00		
4	125Amp. Incomer & outdoor panel (volt meter , amp meter , indication bulb mccb bus bar mcb) 3Nos. Outgoing of 1No. 63Amp. & 2 No. 40Amp.	Nos.	4.00		
5	AHU Stater Panel (volt meter , amp meter , indication bulb mccb phase pariventer	Nos.	4.00		
6	(SITC) Providing and Installation of MS Stand duly primer / black colour painted with 4 mm thick rubber absorbersfor suitable for following units:-	Nos.	8.00		
		Total of Low Side			
NOTE : - GST EXTRA		GRAND TOTAL : - (High side + Low side)			

S. No.	Description	Unit	Qty.	Rate	Amount
				(Rs.)	(Rs.)
Part-C					
1	Cost of Buy Back of Old AC plant 120 Ton(60 X 2) plant and cooling tower removed from the basement/Ground Auditorium building, (to be disposed of from the MDI premises within 15 days by the bidder). The payment of buy back plant to MDI Gurgaon by the bidder shall be done through RTGS/NEFT/Demand Draft. No adjustment from the payment amount at PART-A and PART-B above shall be allowed. Make- Voltas	Nos	2		
		Total			
	Note : GST @ 18% and TCS @ 1% payable Extra				

Note:- The bidders should note that participation in PART-A, PART-B and PART-C is compulsory. Failing which the bids will not be considered.

Signature of Authorized Signatory

Name:

Office Stamp



CHECKLIST FOR BIDDER

Sl. No.	Details	Document attached YES/NO
a.	Self-attested copy of the Registration Certificate	
b.	Self-attested copies of current Telephone bill/Electricity Bill/Registered Lease Deed indicating the address evidencing its location in such territory.	
c.	Self-attested copies of valid registration certificates from Labour Department / EPFO / ESIC etc., as may be required for smooth doing the business.	
d.	Self-attested copies of the GST registration certificate and PAN.	
e.	EMD of the required amount as specified in this tender document.	
f.	Cancelled Cheque	
g.	Self Declaration stating that the Company/ Firm/ agency has not been blacklisted by Centre/ State Government/ PSU/ MNCs/ Large size corporates as per the format in this tender document.	
h.	Eligibility Criteria (with proof)	
i.	Tender Document dully signed and official stamped on all the pages to be submitted in original with the Technical Bid.	

Signature of Authorized Signatory
Name:

Office Stamp



