



## INDIAN INSTITUTE OF MANAGEMENT INDORE

Prabandh Shikhar, Rau-Pithampur Road, Indore-453556 (M.P.), India  
Ph. 0731-2439 601/619

### E-Tender Notice

**IIMI/Estate/45/2019/45 File No. 217**

## TENDER DOCUMENT

### TECHNO COMMERCIAL

Name of work:

**Comprehensive Annual Operation & Maintenance  
Contract for Sewage Treatment Plants (STP-1 and STP-  
2) at IIM Indore.**

BID ISSUE DATE	December 17, 2019
Pre-Bid Meeting	03:00 PM on December 26, 2019 at Conference Hall, Administration Block, IIM Indore.
LAST DATE OF BID SUBMISSION	January 8, 2020 up to 03.00 PM
DATE OF TECHNICAL BID OPENING	January 9, 2020 at 03.30 PM
Date and Time of opening of financial bid of qualified bidder	Will be notified at a later date

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## Indian Institute of Management Indore

### Detailed Notice Inviting Tender

Ref: E-Tender Notice No. IIMI/Estate/45/2019/45 File No. 217

IIM Indore invites online tender through e-procurement portal for the under mentioned contract at IIM Indore from the bidders eligible as per the eligibility criteria mentioned in the tender document. The details are given below:

#### **Part “A” : NIT Details**

1	NIT No.	IIMI/Estate/45/2019/45 File No. 217
2	Name of Contract	Comprehensive Annual Operation & Maintenance contract for Sewage Treatment Plants (STP-1 & STP-2) at IIM Indore.
3	Estimated Cost	Rs 36,11,312/- (Excluding GST)
4	Earnest Money Deposit	Rs. 72,226/-
5	Performance Guarantee	5 (FIVE) % of tendered value on acceptance of bid
6	Tender Processing Fee (Rs.)	Rs.500/- by e-payment through electronic mode (Non-Refundable)
7	Initial period of AMC	One year (May be extended/renewed further on mutual consent of both the parties.)
8	Mode of submission of tender	On-Line mode only
9	Pre-Bid Meeting	03:00 PM on December 26, 2019 at Conference Hall, Administration Block, IIM Indore.
10	Portal on which the tender will be available	Central Public Procurement Portal (link of website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) Note - The tender will also be published on institute's website.(link of website <a href="https://www.iimidr.ac.in/tenders/">https://www.iimidr.ac.in/tenders/</a> )
11	Last date and time of closing of uploading/online submission of tender including scanned copy of EMD and tender Processing Fee details/receipts and other documents as specified	Upto 03:00 PM on January 8, 2019
12	Date & Time of online opening of technical bid	03:30 PM on January 9, 2019
13	Technical Qualifying Criteria	As per Eligibility Criteria and Other terms & Conditions enlisted under Part “C” of this tender

## **Part “B” : Guidelines for e-Tendering**

1. It is mandatory for all the applicants to have class ii or iii digital signature certification from licensed certifying agency like **NIC, MTNL, e-mudra, TCS, safescrypt, GNFC** etc.
2. The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
3. The applicant have to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents form the e-tendering portal <https://eprocure.gov.in/eprocure/app>.
4. Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. IIM indore will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
5. Detailed NIT can be viewed free of cost on IIM indore website. Schedule of quantities (financial bid form) can be download only from <https://eprocure.gov.in/eprocure/app>. Uploading of tender will be possible only after making payment of Tender Processing Fee & EMD.
6. **All bidders are advised to visit the site (STPs) to understand the scope of work properly, and also attend the pre-bid meeting, before submitting their bids.**
7. **Mode of payment of Tender Processing Fee and EMD:**

Bidders may deposit the Tender Processing Fee and EMD through NEFT or RTGS . Details for the same are as below:

Bidders will have to upload scanned copy of Payment details towards cost of tender Processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by our Finance & Accounts Department. Any delay in credit will not be entertained by the Institute.

Name of beneficiary	: Indian Institute of Management Indore
Address	: Rau-Pithampur Road, Indore -453556, M.P.
Account No.	: 53018623445
Name of the Bank	: State Bank of India
Address of the bank	: IIM Indore Campus
IFSC Code	: SBIN0030525

## **Part “C”: Eligibility Criteria And Other terms & Conditions**

1. Bidders who fulfill the following requirements shall only be eligible to apply (joint ventures are not accepted):

- 1.1 Criteria of eligibility for submission of bid documents:

- i) The bidders having experience of successfully completed similar contracts during the last 7 years ending last day of the month previous to the one in which applications are invited. The contracts completed upto previous day of last date of submission of tenders shall also be considered.
  - a. One similar completed contract of aggregate cost not less than Rs.28,89,050/- value. **or**
  - b. Two similar completed contract of aggregate cost not less than Rs.18,05,656/- value. **or**
  - c. Three similar completed contract of aggregate cost not less than Rs.14,44,525 value.

Note: Similar contract means operation / maintenance of STP contract.

- 1.2 **Annual Financial Turnover:** Should have had average annual financial turnover at least Rs. 18,05,656 during last three years ending March 31, 2019. (Scanned copy of certificate from chartered accountant to be uploaded. The certificate should have UDIN number, as applicable)

- 1.3 **Performance Certificate:** Certificates of performance/experience and other documents as specified in the tender document shall be scanned and uploaded to the e-Tendering website.

- 1.4 **Other Certificates:** (scanned copy of original certificates to be uploaded)

- 1.4.1 PAN (Permanent Account Number)
- 1.4.2 GST Registration Certificate
- 1.4.3 E-payment details towards cost of tender processing fee & EMD

- 1.5 The bidders who are anyway fulfilling the eligibility criteria laid down in this tender & earlier worked for the IIM Indore but their services were either found unsatisfactory or their services were discontinued by IIM Indore due to any reason, then their bids will not be considered as responsible and will summarily be rejected.

- 1.6 The bidder will have to upload in the CPPP module, an undertaking in the prescribed format attached with this tender document, regarding deployment of manpower as per the stipulated qualification & experience of the respective manpower laid down in the tender.

The successful bidder will have to produce the name of the manpower which they are going to deploy for operation and maintenance of STPs at IIM Indore along with their respective qualification & experience certificate along with the performance guarantee. After submission of the aforesaid & the PG, the letter of award will be issued. In-case the successful bidder fails to submit this then this will be considered as non-compliance of the tender condition & EMD will be forfeited.

2. The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:

- (i) If the bidder is found ineligible.
- (ii) If the documents submitted by the successful bidder does not match with the originals before the award of contract.

3. However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only within a week physically in the office of the “Chief Engineer, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).
4. Online bid documents submitted by intending bidders shall be opened only of those bidders, **who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.**
5. Information and Instructions, corrigendum for bidders posted on website shall form part of bid document.
6. The bid document and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.
7. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed the intending bidders may get acquainted with the process online from the [www.eprocure.gov.in](http://www.eprocure.gov.in) site itself.
8. The intending bidder must have valid class-II or III digital signature to submit the bid.
9. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
10. Contractor can upload documents in the form of JPG format and PDF format.
11. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
12. The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
13. Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website <https://eprocure.gov.in/eprocure/app> at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
14. The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject/ cancel / split any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
16. The competent authority on behalf of the Director, IIM Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
17. *The bid for the contracts shall remain open for acceptance for a period of ninety (90) days. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIM Indore shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the contract.*

18. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 7 days from the stipulated date of start of the contract, sign the contract consisting of:-
  - i) The Notice Inviting Bid, all the documents including additional conditions, specifications , if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - ii) Any other Standard C.P.W.D. Form / other forms as applicable/mentioned.
19. If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
20. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
21. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
22. **The price bid format is provided in a spread sheet file like BoQ\_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.**
23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.
24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
25. Certificate of financial turn over: At the time of submission of bid, contractor may upload Undertaking / certificate from CA mentioning Financial Turnover of last 3 Year or for the period as specified in the bid document.
26. IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up contracts in IIM INDORE.
27. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
28. Short listing of the agencies shall be subject to through verification of their credentials and inspection of contracts carried out by them, through a Technical Evaluation committee of experts, constituted by IIM Indore, if the Institute desires to do so.
29. **TAXES :**
  - i) Contractor should get registered under GST and tax as applicable as per the extant order on the subject contract shall be paid by the contractor to concerned department which will be reimbursed/paid by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.

- ii) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
  - iii) Any other taxes/cess as per government directives shall be deducted from bill paid to the contractor from time to time.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002, 91 8826246593 or send a mail over to [cPPP-nic@nic.in](mailto:cPPP-nic@nic.in)
  31. Overhead Charges: The quoted price (final offer) must be F.O.R. - IIM Indore, Indore including all overheads such as Packing, Forwarding, Loading/Unloading, Transporting, Postage/Courier, Octroi, Freight, Insurance etc., if at all required for successful execution of this O & M contract.
  32. Additional Charges if any, must be included in the quoted amount.
  33. Cancellation: IIM- Indore reserves the right to accept or reject or cancel or split any or all enquiries or quotations/bids at any stage without assigning any reason thereof.
  34. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
  35. For any dispute, the place of jurisdiction shall be Indore, India only & decision of Director, IIM Indore will be final.
  36. Government circulars / guidelines related to MSME and PPP MII will be applicable to this tender. Margin of purchase preference and other norms / regulations, if applicable to be guided by the decision of the competent Authority of IIM Indore as under:-
    - (a) EMD & Security Deposit will be exempted from the bidders registered.
    - (b) Price preference will be given.
    - (c) For claiming exemption, bidder must upload scanned copies of supporting documents along with their bids.

**Part “D” : List of Documents to be scanned and uploaded**

Scanned copies of the following original certificates are to be uploaded:

- i) Certificate of experience for the value already mentioned.
- ii) Certificate of Annual turn over
- iii) Performance Certificate
- iv) Latest IT returns for 3 years
- v) Certificate of Registration for GST
- vi) EPF/ESI registration certificates
- vii) Permanent Account Number (PAN)
- viii) Registration certificate of firm (If any)
- ix) E-payment details towards cost of tender processing fee and EMD
- x) Undertaking having gone through the documents as per the Technical bid.
- xi) Any other document that bidder felt necessary in support of his candidature.
- xii) Schedule of Price Bid in the form of BoQ\_.xls
- xiii) Undertaking for Qualification & Experience of manpower

**NOTE:**

1. Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled / registered in e-procurement should enroll /register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.



2. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.

3. Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

4. In the event of contract award, the documents submitted by the successful bidder shall be verified with the originals before the award of contract.

5. In case of any dispute if arises decision of IIMI will be final and binding.

**Dated: December 17, 2019**  
**Place: Indore (M.P.)**

**Sd/-**  
**Chief Engineer**

## SPECIAL CONDITIONS OF CONTRACT

1. The tenderer shall acquaint himself with the proposed site of contract.
2. The contractor shall take care of all safety precautions pertaining to contract, as per relevant applicable codes of CPWD, Govt. authorities.
3. On account of security consideration, some restrictions may be imposed by the security staff on the contracting and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his contract accordingly. No claim on this account, whatsoever, shall be payable.
4. The contractor shall take all precautions to avoid accidents by providing suitable mechanism. He shall be responsible for all damages and accidents caused to existing/ new contract due to negligence on his part. No hindrance shall be caused to traffic during the execution of the contract.
5. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of AMC.
6. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the contract. The contractor shall be fully responsible for any damage to the Owners property and to the contract for which the payment is due to him under the contract. However, the contractor shall maintain an equal to the payment received against the contract done, at his own cost. This shall be favouring the Director, Indian Institute of Management Indore. Nothing extra on this account shall be payable to the contractor for maintaining such insurance Policy.
7. The contract will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the contract is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
8. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
9. The contractor shall give due intimation to Municipal, and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite permissions / licenses and pay all charges which may be leviable on account of his execution of contract under the agreement. Nothing extra shall be payable on this account.
10. All materials to be incorporated in the contract shall be arranged by the contractor and shall be in accordance with the specifications laid down.
11. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the contract.
12. The contractor shall submit to the Engineer-in-charge samples of all materials for approval. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.

13. In case any material / contract is found sub-standard the same shall be rejected by the Engineer-in-charge and the same shall be removed from the site of contract within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.
14. Any materials brought to the site of contract by the contractor shall, if required by the Engineer-in-charge, test certificate from approved/NABL testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant IS codes, as applicable. The testing charges shall be borne by the contractor.
15. The contractor shall supply free of charge the material required for testing. The cost of tests shall be borne by the contractor.
16. The contractor shall be responsible for completing the contract and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of contract accordingly and no claim whatsoever shall be entertained for any incidental or extra contract involved in the execution of the contract as per nomenclature of the item and the specifications indicated in the tender documents.
17. Other agencies doing contracts related with this project will also simultaneously execute the contracts and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-contracts.
18. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
19. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
20. The contractor shall protect the adjoining buildings or contracts and the contract under execution from fire and shall make adequate arrangements for fire protection and firefighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge.
21. In order to achieve the target, the contractor may have to contract in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
23. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of contract shall be subject to the approval of the Engineer-in-charge.
24. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors. The TDS and Contract Tax or any other statutory levels/taxes incorporated from time to time shall be deducted progressively from the bills, as applicable at the time of payment. No claim in this regard shall be entertained.

25. The contractor is supposed to follow the minimum wages act (as per order released by Office of the Chief Labour Commissioner New Delhi for “construction or maintenance of roads or runways or in building operations including laying down underground electric, wireless, radio, television, telephone, telegraph and overseas communication cables and similar other underground cabling work, electrical lines, water supply lines and sewage pipe lines” under B area), and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard.
26. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the contract or earlier as required by Engineer-in-Charge, the contractor shall vacate the premises totally without any reservation.
27. IIMI reserves to reduce the scope of contract of any item if the contractor fails to deliver the contracts in time and the contractor shall not ask for any financial consideration for such deletion of scope of the contract.
28. The Contractor will execute the aforesaid contracts subject to the provisions contained & to the extent applicable for IIM Indore CPWD’s General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and other arrangements for contractors, Specifications, Preambles and Schedule of Quantities (all of which will collectively referred to as the ‘tender conditions’) and strictly in accordance with the Scope of contract at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable.
29. Agencies Black listed and Suspended from carrying out business by any Government offices, Autonomous bodies, Educational and/or research institutes, PSUs etc. need not submit their quote. Suppression of information in this regard will be taken seriously.
30. The contractor is solely responsible for compliance of all labour laws and other associated statutory obligations applicable for the contract. IIM Indore will not be responsible for any of the compliances or lapses in respect of the aforesaid.
31. All manpower will have to make bio-metric attendance daily at IIMI.
32. The contractor will submit Police verification and requisite documents of his all workers working at IIMI and get issued temporary Gate passes for them from IIMI.
33. Chemical consumption registers will be checked and counter signed by IIMI representative.
34. The contractor will pay monthly wages to their workers before 5th day of consecutive month through bank transfer.
35. Contractor must maintain proper first aid box for workers on both the STPs.

### **36. Extra wages for overtime:-**

Where a worker works for more than Eight hours in any day or for more than forty eight hours in any week, he shall, in respect of overtime work, be entitled to wages at the rate of twice his ordinary rate of wages.

### **37. Leave of absence:-**

In case of absence of any worker, the contractor must provide his replacement. Since the STPs plant will be under 24 x 7 operation, adequate leave reserve have to be maintained by STP contractor to take care of absence of staff during holydays / weekly offs.

### **38. Terms of Payment:-**

1. No advance will be paid by IIMI.
2. The contractor should ensure that within 5<sup>th</sup> day of every preceding month the bill along with all requisite documents should be submitted at IIMI as under-
  - a) Original Invoice.
  - b) Attendance of worker duly signed or thumb impression of worker.
  - c) Salary payment detail along with bank statement (as a proof that salary is paid to worker)
  - d) EPF & ESIC payment challan.
  - e) GST payment receipt.
  - f) Monthly test reports.
  - g) Chemical purchase invoices.
  - h) Chemical consumption detail (to be counter signed by IIMI representative on daily basis).

Note:- IIMI will release payment within 20 working days after receipt of complete set of above requisite documents.

**INTEGRITY PACT**

To,  
.....,  
.....,  
.....

Sub: NIT No. .... for the work .....

Dear Sir,

It is here by declared that IIM Indore is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIM Indore.

Yours faithfully

Chief Engineer

**INTEGRITY PACT**

To,  
Chief Engineer,  
.....,  
.....

Sub: Submission of Tender for the work of .....

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM Indore.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIM Indore.

**INTEGRITY AGREEMENT**

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

**BETWEEN**

Director, IIM Indore represented through Chief Engineer,  
.....,

.....  
..., (Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
.....  
(Name and Address of the Individual/firm/Company)

through

.....  
(Hereinafter referred to as the  
(Details of duly authorized signatory)  
“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for.....  
.....(Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:



### **Article 1: Commitment of the Principal/Owner**

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### **Article 2: Commitment of the Bidder(s)/Contractor(s)**

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This

applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it, till completion of AMC.

#### **Article 7- Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date

first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

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

WITNESSES:

1. ....  
(signature, name and address)

2. ....  
(signature, name and address)

Place:

Dated :

## BRIEF SCOPE OF CONTRACT-

1) Daily Man power requirement for each plant separately-

- Plant wise dedicated Operator should be available round the clock.
- Plant wise dedicated Helper & Supervisor should be available during 9 A.M. to 5:00 P.M.(General Shift)
- One operator as leave reserve to take care of weekly offs

Essential Qualification & Experience of Man power to be deployed -

Sl.	Manpower	Minimum Qualification & Experience	Category
1	Supervisor	ITI pass or 3 yrs experience in running of STP plant	Skilled
2	Operator	10 <sup>th</sup> pass or Minimum 2 yrs Experience in STP operation	Semi-Skilled
3	Helper	Minimum 2 yrs Experience in STP	Unskilled

I) An Inventory of all civil, mechanical, electrical, electronic equipment and other instructions provided in the STP needs to be maintained.

II) Operation and maintenance for the STP including preventive maintenance for each equipment will have to be carried out by the contractor ( Either by himself or through outsourcing agency) as under-

(a) STP 1-

Sno	Item	Specs.	Qty
1	Submersible Pump	1.5 HP 20 stage	2 Nos.
2	Raw Sewage Pump	3 HP	1 Nos
3	Return sludge Pump	3 HP	2 Nos.
4	Air Blower & Motor (Kay Intl. sonapat)	7.5 HP 10 HP	3 Nos 1 Nos
5	Treated water motors	7.5 HP	3 Nos
6	Mixer Motor Pump	1.5 HP	3 Nos

7	Clarifier motor	1 HP	1 Nos
8	Gear Box		3 Nos
9	GEAR Box motor		1 Nos
10	Chemical Tank		3 Nos
11	Electrical Panel		2 Nos
12	All other miscellaneous items/equipment's etc		

(b) STP 2-

Sno	Item	Specs.	Qty
1	Submersible Pump	1.5 HP	2 Nos.
2	Submersible Pump	1.5 HP	2 Nos
3	Blower	3 HP	2 Nos.
4	Sludge transfer pump	1 HP	2 Nos
5	Filter Feed Pump	2 HP	2 Nos
6	Softner pump	2 HP	2 Nos
7	Final Water pump	5 HP	1 Nos
8	New Garden Transfer Pump	3 HP	2 Nos
9	Sludge Discharge Pump ( Autoclave Unit)	2 HP	3 Nos
10	Salt Mixing Pump	1 HP	1 Nos
11	Hypo Dosing Pump	6 LPH	1 Nos
12	All other miscellaneous items/equipment's etc		

2) The contractor has the prime responsibility of efficiently operating and maintaining sewage treatment plant (STP) to conform to quality requirements shown below or as prescribed/amended/updated by central Government authorities time to time -

S.no.	Parameters	Units	Discharge Standards
1	pH		6.5 to 9.0
2	BOD	Mg/L	<20
3	TSS	Mg/L	<50
4	Fecal Coliform	MPN	<1000

Note:- Failure of above compliance will attract penalty on account of non-performance(as mentioned in clause 27 d).

**3) Odour: - The STPs discharge should be odourless. Necessary monthly test reports towards above have to be submitted before 5<sup>th</sup> day of every month.**

All relevant updated/modified government guidelines/circulars related to quality and standard of effluent water will be applicable to this tender and the contractor will have to comply with the same as per direction by engineer in charge.

To ensure the same the contractor has to organize and carry out the operation and maintenance contracts in a professional manner using best quality of treatment chemicals and deploying well-trained staff.

4) It is responsibility of the contractor to provide necessary supervisory staff and requisite staff to ensure safe, secured & efficient operation and maintenance of the STP. The contractor should submit the names of staff to be deployed with qualification & experience certificates and their passport size photographs affixing their signature. The staff to be deployed shall be responsible for discharging treatment effluents for redistribution.

5) The contractor has to organize training course in the STP site for all his staff. The course content shall include brief introduction the Technologies for waste water treatment and recycling the water, disinfection, preparation of chemical solution of required concentration and dosage, functioning of aeration tanks, operation and maintenance of aeration equipments air blowers, submersible pump sets, safety measures to be followed in sewage treatment plants, safety in handling machinery, and electrical equipments, maintenance of log books, preventive maintenance contracts to be carried out for major equipments etc. The training shall be conducted in the presence of Engineer in charge of IIMI. STP has to be manned and operated round the clock with approved personnel, throughout the year.

6) The contractor should exhibit a duty chart in the plant & the persons on duty in each shift.



- 7) Preventive maintenance scheduled contracts have to be meticulously carried out at correct time intervals for all equipment.
- 8) Minor and major repairs to equipments installed in the STP have to be carried out by the contractor during the O & M period &. Any repairs to the pipe lines will also have to be attended by the contractor on his own cost & expenditure. All such activities including spare parts changed for each equipment shall be documented in log books for each equipment.
- 9) Contractor has to properly maintain all pump sets, liquid level control switches, all control valves and other on line instrumentation in good contracting condition.
- 10) The contractor has to keep and maintain all units of the treatment plant and its surroundings neat, clean and tidy.
- 11) The contractor shall maintain separate Log registers showing the following details. All the following registers shall be maintained by the head of the operating staff to be named by the contractor in writing to Engineer In charge-
  - a. Register showing the timings of operation of each plant.
  - b. Separate registers showing the works done on preventive maintenance for each equipment should be maintained.
  - c. A separate register showing details of each occurrence of all break downs of equipments, date and time of occurrence of break down, reasons for break down, action taken to set right and date and time of restoration of the equipment back to normal contracting shall be maintained by the contractor. An attendance register shall be maintained where in all personnel contracting in each shift shall sign.
  - d. A separate register shall be maintained in which the daily consumption of each chemical used for treatment and disinfection of the waste water shall be recorded correctly showing the KG of each chemical used or liters of chemical solution used. Other registers required to be maintained as stipulated by the Central Government Regulations with regard to the labour regulations, payment of EPF, ESI, safety of contract men, accidents register etc. shall also be maintained by the contractor.
  - e. Mandatory regulations prescribed by the Government shall be followed by the contractor regarding labour and safety clauses, without any lapse, including those conditions, amended by these departments periodically.
  - f. The contractor should provide uniform, identification badges to all the staff and they should wear during contracting hours.
  - g. The contractor should ensure the treated effluent quality to be always conforming to the standard prescribed in the tender

- h. Tools and tackles for the operation and maintenance should be provided by the Contractor.
  - i. All equipment, tools and plants supplied by the IIMI, If any, should be kept in good contracting condition and these should not be taken out of the premises without the written permission of the Engineer - in - charge.
  - j. Contractor shall provide a Notice board detailing precautions to be taken by operation personnel in contract conformity with Industries and labour regulations.
  - k. The materials should be properly stocked for easy verification and easily accessible for receiving and storing the fresh stock whenever they are supplied at site.
  - l. Printing of registers, log sheets and stationery required for the maintenance of records has to be arranged by the contractor at his cost.
  - m. The contractor has to maintain basic cost records for all the direct and indirect expenditure and overheads on regular basis as prescribed by Engineer - in - charge.
- 12) On completion of the contract period, the, treatment plant has to be handed over to the IIMI in good running condition. At the time of taking over by IIMI all the equipments and accessories in the treatment plant will be inspected and if any defects are noticed, the same will have to be rectified to the original running condition and only after which the unit will be taken over.
- 13) The contractor should ensure that the team of operational staff would be available to operate the plant and equipments continuously as required by IIMI.
- 14) The contractor shall be responsible for the safety of all the plant equipments and entire plant.
- 15) To carry out the daily / periodical lubrication and checking oil levels and changing oils periodically etc., for smooth uninterrupted rolling of units, the necessary lubricants, grease, water etc., have to be supplied by the successful Tenderer / contractor and the cost for the same has to be included in the tender cost.
- 16) Periodical cleaning/brushing of launders, channels, walkways, feeder chambers/manholes, STP compartments etc., at all the units of the plant will be carried out by the contractor and the entire plant premises shall be kept neat and clean. The contractor should attend to the general cleaning of the plant premises by sweeping, dusting and removal of the screenings, grit and excess sludge etc.

- 17) The contractor has to abide by various statutory acts of the Government regarding facilities to be provided to the workmen, labour, staff employed under minimum wages act, workmen compensation act, factories act, ESI, PF ETC.
- 18) Sampling and testing of the influent and treated effluent:  
The contractor shall submit fortnight test report of treated water from approved laboratory (e.g. NABL Lab, Pollution control Board lab etc.) for parameters of concerned to confirm the performance of STP in accordance to the tender.
- 19) Chemical Solution Dosing:  
The clarified effluent shall be dosed with chemicals. The effluent shall be chlorinated for disinfection. The dosage of chlorine shall be fixed such that after a minimum contact period of half hour residual chlorine shall be present in the range of 0.1 to 0.2 mg/l. Residual chlorine tests shall be carried out during every shift daily with starch - iodide paper. The contractor shall submit monthly report on the treated water quality as per item 2 given above.
22. The contractor while operating the plant should ensure that the treated water should be odourless & for enforcing this whatever chemical is required has to be borne & applied by them. While ensuring this, it may also be kept in mind that the treated water should not contain any such chemical which will have hazardous / any negative impact on plant / species health or on environment.
23. It will be in the contractor's scope to enforce salt dosing, as specified for maintaining / recharging the filters.
24. In case of STP-2 contractor has to ensure that backwashing of the filters to be done for minimum 10 minutes in each shift of 8 hours.
25. **Preventive Maintenance Schedules :**
- i) For all electrical motors, pumps, air blowers, diffused air membrane aeration system or any other mode of aeration system deployed, sluice valves, Motorized control center, transponders if any, chlorinating device and all other electrical and mechanical equipments, fixtures and fittings shall be subjected to preventive maintenance and for this a Computerized Planned Preventive Maintenance Schedule shall be got prepared by the Contractor and got approved by the Engineer-in-charge IIM Indore or the consultant of IIM Indore which shall be

systematically practiced and implemented by the Contractor. All such preventive maintenance schedules carried out shall be entered in the computer file and also hard copies shall be submitted to the engineer-in-charge every month. A list of chemicals used per day and total chemicals used per month shall be submitted to the Engineer-in-charge IIM INDORE in the form of a spread sheet statement and the data recorded in computer file (By the 5<sup>th</sup> day of next month).

- ii) All necessary materials for the smooth operation of the plant and carrying out all maintenance shall be provided by the contractor. At no time the running of plant or other contracts such as cleaning, lubrication, lighting etc., should be hampered for want of materials.
- iii) Mal performance of STP shall result in levy of penalty. On such events the Contractor shall furnish a written explanation furnishing the causes and corrective measures taken to restore satisfactory performance of the plant. Such reports shall also be computerized and a hard copy submitted to the engineer-in charge. IIM INDORE may arrange for inspection of plant by an expert in wastewater treatment if need be to avoid such incidents and cost there of shall be recovered in monthly bill payable to Contractor.

**26. Comprehensive Maintenance and Operation contract including manpower, materials, chemicals, oil, spares etc. complete.**

**A) STP – 1 (Capacity 360 KLD)**

**i) Man power requirement :-**

STP – I							
Sl.	Description	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift	Gen. Shift	Total	To be present
1	Supervisor	---	---	---	1	1	08 hrs
2	Operator	1	1	1	---	3	24 hrs
3	Helper	---	---	---	1	1	08 hrs
4	Operator	Leave reserve				1	
	Total					6	

**ii) Chemical requirement :-**

Sl.	Description	Unit	Quantity per day
1	Urea	K.Gs.	0.50
2	DAP	K.Gs.	0.50

3	Sodium Hypochlorite	Lit.	36
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### **B) STP – 2 (Capacity 100 KLD)**

#### **i) Man power requirement :-**

STP – II							
Sl.	Description	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift	Gen. Shift	Total	To be present
1	Supervisor	---	---	---	1	1	08 hrs
2	Operator	1	1	1	---	3	24 hrs
3	Helper	---	---	---	1	1	08 hrs
4	Operator	Leave reserve				1	
Total						6	

#### **ii) Chemical requirement :-**

Sl.	Description	Quantity
1.	Salt	96 kg for regeneration (Regeneration interval will be @ 10 hours)
1.	Sodium Hypochlorite (NaOCL needs to have 10 percent available chlorine strength)	10.00 liters per day (24 hours)

**Note:-** Reliever/replacement required on both STPs(with appropriate qualification/experience according to post) for weekly off/absents of workers of STPs will be arranged and deployed by the contractor at his cost & responsibility.

### **27. Penalty and Liquidated Damages:**

- A penalty of Rs. 600/- per day will be deducted from the bill for the day when the helper is not present / provided at plant.
- A penalty of Rs. 700/- per shift will be deducted from the bill for the shift when the Operator is not present / provided at plant.

- c) A penalty of Rs. 800/- per day will be deducted from the bill for the day when the Supervisor is not present / provided at plant.
- d) A penalty of Rs. 1200/- per day i.e. Rs. 50/-per hour will be deducted from the bill for non-performance /break - down of the plant (Failure of any one or more parameters given in the test report will be considered as non-performance of plant).
- e) A penalty of Rs. 1000/- per test report will be deducted from the bill for failure in odour parameter.
- f) A penalty for non-dosing of requisite consumable (as specified in clause no. 25 A & B) will be deducted double the market rate.
- g) A penalty of Rs. 100/- per day will be levied/deducted, if the contractor fails to submit monthly invoice along with complete set of requisite supporting documents by 5th day of every consecutive month,

**Form of Performance Security (Guarantee)  
Bank Guarantee Bond**

In consideration of the Director, IIM Indore (hereinafter called "The IIM Indore") having offered to accept the terms and conditions of the proposed agreement between.....and ..... (hereinafter called "the said Contractor(s)") for the contract..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (hereinafter referred to as "the Bank") hereby undertake to pay to the IIM Indore an amount not exceeding Rs. .... (Rupees..... Only) on demand by the IIM Indore.

2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IIM Indore stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only)

3. We, the said bank further undertake to pay the IIM Indore any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Indore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the IIM Indore certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ..... (indicate the name of the Bank) further agree with the IIM Indore that the IIM Indore shall have the fullest liberty without our

consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM Indore against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IIM Indore or any indulgence by the IIM Indore to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIM Indore in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the IIM Indore. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the .....day of .....for.....(indicate the name of the Bank).



## AGREEMENT

THIS AGREEMENT made at Indore on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 between Indian Institute of Management Indore Rau- Pithampur Road, Indore (hereinafter called "The IIM INDORE" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one \_\_\_\_\_ part AND \_\_\_\_\_ (herein after called "The Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

### WHEREAS

The IIM INDORE is desirous of carrying out the contract of

\_\_\_\_\_ at IIM Indore

The Contracts are to be executed as per the scope of contract, technical specifications, etc. as is mentioned in the tender document.

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

### NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM INDORE to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the contract shown upon strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of contract and the annexure hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.
3. The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.

4. This contract is neither a Lump sum Contract, nor a piece contract, but is a contract on item rate basis to be carried out and to be paid for according to the Schedule of Payments at the rates contained in the Schedule of Quantities.
5. The IIM INDORE reserves to themselves the right of altering the nature of the contract by adding to or omitting from the scope of contract any item of contract or portions of the same without prejudice to this contract.
6. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the contract immediately from the date of contract order and shall complete the entire contract within the specified period.
7. All payments by the IIM INDORE under this contract shall be made only at Indore.
8. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Indore and courts in Indore only shall have jurisdiction to determine the same.
9. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of authorized representative of IIM Indore.
10. In case of unsatisfactory performance of the contract, IIMI reserves the right to cancel / terminate the contract by giving 14 days notice.
11. In case of any dispute if arises, decision of IIMI will be final and binding.
12. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM INDORE, and the duplicate with the Contractor.

IN WITNESS WHEREOF the IIM INDORE has set his hands hereunto and two duplicates hereof through his duly authorized official and the Contractor has caused these presents and two duplicates hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

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

Signature:  
Name:  
Designation:

IN THE PRESENCE OF

(1) Signature:  
Name:  
Address:

(2) Signature:  
Name:  
Address:

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

Signature:  
Name:  
Designation:

IN THE PRESENCE OF

(1) Signature:  
Name:  
Address:

(2) Signature:  
Name:  
Address:

**FINANCIAL BID**

**For**

**Comprehensive Annual Operation & Maintenance contract  
for Sewage Treatment Plants (STP-1& STP-2) at IIM Indore.**

**As per the Financial Bid available on the following link of  
e- procurement website**

**<https://eprocure.gov.in/eprocure/app>**