



# भारतीय प्रबंध संस्थान इंदौर

**INDIAN INSTITUTE OF MANAGEMENT INDORE**

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453556 (M.P.), India

Phone No. 0731-2439620 / 2439447

## Re-Tender Notice

**NOTICE INVITING e-TENDER**

NIT No.:

**NIT/Project/07/2016/30 File No.307**

**Name of Work: -**

Repair and Maintenance of the Cooling Tower of HVAC plant at IIM Indore.

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Certified that this Bid document contains pages serially numbered from 01 to 27



सिद्धिमूलं प्रबन्धनम्  
भा. प्र. सं. इन्दौर  
IIM INDORE

## भारतीय प्रबंध संस्थान इन्दौर

प्रबंध शिखर, राऊ-पीथमपुर रोड, इन्दौर - 453 556 (म.प्र.), भारत

**INDIAN INSTITUTE OF MANAGEMENT INDORE**

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453 556 (M.P.), India

**Dated: July 14, 2016**

### Re-Tender Notice

#### NOTICE INVITING e-TENDER

**Ref: e-Tender Notice No. NIT/Project/07/2016/30 File No.307**

IIM Indore invites online item rate tender through e-procurement portal for the under mentioned work 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. NIT/Project/07/2016/30 File No.307	
2	Name of Work	Repair and Maintenance of the Cooling Tower of HVAC plant at IIM Indore
3	Estimated Cost Put to Tender	Rs.4,27,799/- (Rupees Four Lakh Twenty Seven Thousand Seven Hundred ninety nine only).
4	Earnest Money Deposit (Rs.)	Rs.8,556/- (Rupees Eight Thousand Five hundred Fifty six only) by e-payment through electronic mode (Those bidders who had already submitted their bids in first call will have to submit their bid afresh however they can make use of the previous payment details of EMD & Tender Processing Fee for uploading)
5	Tender Processing Fee (Rs.)	Rs.1,000/- (Rupees One Thousand only), by e-payment through electronic mode (Non-Refundable) (Those bidders who had already submitted their bids in first call will have to submit their bid afresh however they can

		make use of the previous payment details of EMD & Tender Processing Fee for uploading)
6	Completion period	30 (Thirty) Days including monsoon period.
7	Mode of submission of tender	On-Line mode only
8	Pre-Bid Meeting	Not Applicable
9	Last date and time of availability of tender in the portal	Upto 02:00 PM on July 26, 2016 on website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> NIT is also available on website <a href="http://www.iimidr.ac.in/tenders/">www.iimidr.ac.in/tenders/</a> for view only.
10	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 02:00 PM on July 26, 2016
11	Date & Time of online opening of technical bid	04:30 PM on July 26, 2016 in the Office of the Chief Engineer, Administrative Block, IIM Indore M.P. -453556
12	Date and Time of opening of financial bid of qualified bidders	Will be notified at a later date
13	Security Deposit	2.5% of tendered value from bills
14	Performance Guarantee	5% of tendered value on acceptance of bid
15	Working hours	Normal working hours at the institute is 09:00 AM to 05:30 PM on five days. Works are allowed generally only during working hours on working days.

## **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 uploaded only from e-procure.gov.in after making payment for tender processing fee. Uploading of tender will be possible only after making payment of EMD.

**6. Mode of payment of Tender processing fee and EMD:**

6.1 Tender processing fee and EMD can be remitted online using online payment gateway of State Bank of India. For this Please Go to [HTTPS://WWW.ONLINESBI.COM](https://www.onlinesbi.com) >> Click/select STATE BANK COLLECT >> click on PROCEED button >> Select STATE OF CORPORATE INSTITUTION as MADHYA PRADESH >> then Select Type of Corporate Institution as EDUCATIONAL INSTITUTIONS >> then click on Go button >> then select IIM INDORE – FEES COLLECTION A/C >> then select TENDER PROCESSING FEE AND EMD.

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

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

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.

**(Those bidders who had already submitted their bids in the earlier tender call will have to submit again but they can make use of the previous payment details of EMD & Tender Processing Fee)**

## **Part “C” : Tender Requirements for Eligibility**

1. Contractors who fulfil the following requirements shall ONLY be eligible to apply (Joint Ventures are not accepted):

1.1 Criteria of eligibility for submission of bid documents:

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

**Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender,**

**OR**

**Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender**

**OR**

**One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.**

**Important Note: Similar work shall mean: Repairs and maintenance job of HVAC cooling tower.**

**1.2 Annual Financial Turnover:** Should have had average annual financial turnover at least 100% of the estimated cost put to tender during last three years ending March 31, 2016. (Scanned copy of certificate from chartered accountant to be uploaded)

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

**1.4 Plant & Machinery:** List of plant, machinery, equipments, accessories & infrastructure facilities possessed by the agency to be uploaded.

**1.5 Technical Staff:** List of technical staff they possess and proposed to deploy for the work

**1.6 Certificates:** (scanned copy of original certificates to be uploaded)

**1.6.1 Latest IT returns**

### 1.6.2 PAN (Permanent Account Number)

### 1.6.3 Service Tax Registration Certificate

- 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 work.
- 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 for bidders posted on website shall form part of bid document.
- 6 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed 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. The column meant for quoting rate in figures appears in **YELLOW** colour and the moment rate is entered, it turns **SKY BLUE**. In addition to this, while selecting any of the cells a warning appears that **if any cell is left blank the same shall be treated as “0”**. 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 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 works 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 work.
- 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 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- i) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, 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 works 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 works carried out by them, through a Technical Evaluation committee of experts, constituted by IIM Indore.
- 29 TAXES :
  - i) This works comes under Works contract. Works contract Tax/MPVAT as applicable shall be deducted from each bill paid to the contractor.
  - ii) Sales tax or any other tax on material in respect of this contract shall be payable by the contractor and IIM Indore will not entertain any claim whatsoever in this respect.
  - iii) Contractor should get registered under SERVICE TAX and service tax as applicable as per the extant order on the subject work shall be paid by the contractor to concerned department and the same will be reimbursed by the

Institute after satisfying that it has been actually and genuinely paid by the contractor. The bidder should not consider Service Tax in his rates.

- iv) Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.
- v) Income Tax and cess as applicable shall be deducted from each bill paid to the contractor.
- vi) Contractor, should be registered under EPF & ESIC and as per law, shall pay EPF & ESIC of contract workers to concerned Department from time to time.
- vii) Any other taxes/cess as per government directives shall be deducted from each bill paid to the contractor from time to time.

**30** The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD specifications for maintenance work or any other specifications as applicable for IIM Indore & the decision in this regard will be guided by the decision of the respective authority of IIM Indore which shall be final and binding to the contractor

**31** 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)

#### **PART “D” : LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED**

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

- i) Certificates of Work Experience issued by officer of the Department not below the rank of an Executive Engineer.
- ii) Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return (If required), WCT etc.
- iii) Certificate of Registration for Service Tax and acknowledgement of up to date filed return (If required)
- iv) Copy of audited balance sheet from chartered accountant to be uploaded
- v) Latest IT returns
- vi) Bar chart for the execution of project with in the stipulated period of completion.
- vii) EPF/ESI registration certificates
- viii) Permanent Account Number (PAN)
- ix) WCT registration certificate (If applicable)
- x) List of plant and machinery
- xi) List of Technical Staff
- xii) Registration certificate of firm (If any)
- xiii) E-payment details towards cost of tender processing fee & EMD
- xiv) Undertaking having gone through the documents as per the Technical bid.

- xv) Any other document that bidder felt necessary in support of his candidature.
- xvi) Schedule of Price Bid in the form of BoQ\_.xls

**IMPORTANT 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 work award, the documents submitted by the successful bidder shall be verified with the originals before the award of work.
5. Those bidders who had already submitted their bids in first call will have to submit their bid afresh again however they can make use of the previous payment details of EMD & Tender Processing Fee for uploading the fresh bid and they don't have to submit these fees again.

Sd/-

Dated: July 14, 2016  
Place: Indore (M.P.)

(V.P. Thomas)  
Chief Engineer

## INTEGRITY PACT

To,

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Sub: **NIT No. NIT/Project/07/2016/30, File No. 307** for the work Repair and Maintenance of the Cooling Tower of HVAC plant at IIM Indore.

Dear Sir,

It is here by declared that IIMI 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

To,

The Chief Engineer,

IIM Indore

**Sub:** Submission of Tender for the work Of: Repair and Maintenance of the Cooling Tower of HVAC plant at IIM Indore.

Dear Sir,

I / We acknowledge that IIMI 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 e-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, IIMI 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 / authorised to sign the relevant contract on behalf of IIM.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at..... on this ..... day of ..... 2016

BETWEEN

Director, IIM Indore through Chief Engineer, IIM Indore (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 (No. ....) (hereinafter referred to as "e-Tender/Bid") and intends to award, under laid down Organizational procedure, contract for "Repair and Maintenance of the Cooling Tower of HVAC plant at IIM Indore" 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:

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.

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.

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

If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or

if there be a substantive suspicion in this regard, the Principal / Owner will inform the 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 IIM Indore/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:

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.

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.

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.

The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) 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

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

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.

- 2) 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 Indian Penal code (IPC)/Prevention of Corruption 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/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

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**

- (a) 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.
- (b) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (c) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

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

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Indore.

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

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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 / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

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

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

**WITNESSES:**

1. . ..... **(Signature, name and address)**

2. . ..... **(Signature, name and address)**

**Place: -**

**Dated: -**

## Terms and Conditions

1. All the work will be undertaken in coordination and supervision with the IIMI engineers.
2. Proper safety will be exercised during the work and all the personnel protective equipment and tools like helmets, gloves, safety belts, shoes etc. will be provided by the contractor during the work at his own cost.
3. Contractor will ensure proper cleaning of site and hygiene during the work on regular basis.
4. In case of any damage to the property of IIMI/ site of work by workers/personnel of contractor, the contractor will be solely responsible and appropriate damage cost along with penalty will be recovered from the contractor's bill/payment/SD etc.
5. The work quality should be high and the workmanship must be in accordance with the best engineering practice to ensure the satisfactory performance of the system throughout the service life. On a later stage at any point of time if it is found or established that the performance of the system is deteriorate due to poor workmanship or quality of material or mistake of contractor then he will be liable for sufficient amount of penalty including the damage or loss to the Institute by the same.
6. The contractor will furnish the list of tools as his disposal to execute the work before starting the work and the IIMI officials will verify the same and these will be available all time during execution of the work.
7. The contractor should make his own arrangement to work properly under all climatic conditions without affecting the quality and speed of work. The safety of all the materials used in executing the job will also be the responsibility of the contractor.
8. Contractor has to submit the completion certificate with all the required reports and approvals at the end of work, which will be certified by IIMI officials.
9. Payment will be made after successful & satisfactory completion of the work and after certification of the work by IIMI officials. No advance payment will be made before or during the job.
10. Quantity of material required may exceed in special case depending upon the work & site condition and in such case the required material to complete the work will be used as per best standard practices, safety and aesthetics.

11. All legal and other statutory responsibilities regarding securities of materials, labour, payments, accident, insurance and law suits during the work will be solely borne by contracting agency and IIM Indore shall not be responsible in any manner whatsoever. The contracting agency will ensure proper and disciplined behavior of the workman. If any damages are caused by the contracting agency to the property to the Institute, the same shall be recovered from contracting agency's bill.
12. All the values of any tests as required will be recorded in front of IIM Engineers and it will be verified by them.
13. Competency of Electrical / mechanical Staff :An accepted norm of good workmanship is required. The related electrical/ mechanical works shall be done by qualified and trained staff having sufficient competency in works.
14. **Sample, Maintenance Manual, etc.**

On the award of the work the Contractor shall immediately submission of sample with complete data sheet & test certificate shall be submitted to the Engineer for his approval to ensure that the works will be carried out in accordance with the specifications, including such changes as may have been mutually agreed upon. Prior to the completion of the work the contractor shall furnish four (4) sets comprehensive manuals, describing all components and furnishing a list of instructions for the operation and maintenance of the plant.

**15. Existing Services**

Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the Contractor at his own cost so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof and the Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

16. Any damage by the Contractor, to any mains, pipes, cables or lines (whether above or below ground) whether or not shown on the drawings and the Contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer and of the owners.

**17. Prevention of Fire**

Contractor shall provide at all time adequate portable fire extinguishers in his work area and take all adequate precautions against fire hazard.

## 18. Material Samples

Samples of the materials wherever applicable are to be submitted to the Engineer in charge or Representative for testing and approval before use on works.

Sampling of materials for approval and testing as called for under appropriate Indian Standard/International standard or other relevant standard specification, and sampling and testing referred to later in this specification is to be done without charge.

Samples once approved will remain with the Engineer till the completion of works. Samples rejected will have to be replaced for fresh approval.

Samples provided to the Engineer or the Engineer's Representative for the retention are to be in labelled boxes suitable for storage.

Materials and workmanship not corresponding in character and quality with approved samples will be rejected.

## AGREEMENT

THIS AGREEMENT made at Indore on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 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 work of "Repair and Maintenance of the Cooling Tower of HVAC plant at IIM Indore."

The Works are to be executed as per the scope of work mentioned at scope of work, technical specification, drawings and specifications describing the works to be done.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and Sanitary arrangements for workers, Specifications, Preambles and Schedule of Quantities and installation schedule (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of work 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 work shown upon the said Drawings strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexures hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.
3. The approved drawings if any, notice inviting tenders technical specification etc.

shall also form the basis of this contract.

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

## FORM OF PERFORMANCE GUARANTEE / BANK GUARANTEE BOND

1. In consideration of the Indian Institute of Management, Prabandh Shikhar, Rau, Indore(hereinafter called –The Institute) having offered to accept the terms and conditions of the proposed agreement between .....and ..... (hereinafter called –the said contractor(s)) for the work ..... (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 (indicate the name of the Bank) pay to the Institute an amount not exceeding Rs ..... (Rupees.....only) on demand by the Government.

2. We ..... do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is 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 to the Institute any money so demanded not with standing 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 there under, and the contractor(s) shall have no claim against us for making such payment.

4. We ..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that 212 would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Institute, certifies 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 ..... further agree with the Institute that the Institute (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations 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 Institute 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 Institute or any indulgence by the Institute 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 .....lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Institute in writing.

8. This Guarantee shall be valid up to .....unless extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs ..... (Rupees.....only), and unless a claim in writing is lodged with us within six months of the date of expiry or 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)