



भारतीय प्रबंध संस्थान इंदौर INDIAN INSTITUTE OF MANAGEMENT INDORE

प्रबंध शिखर, राउ पीथमपुर रोड़, इंदौर - 453556 (म. प्र.) भारत

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इ-टेंडर नोटिस न. E-Tender Notice No.

आई. आई. एम. आई./संपदा/39/2023/180 फ़ाइल न. 440

IIMI/Estate/39/2023/180 File No. 440

तकनीकी व्यावसायिक प्रक्रिया TECHNO COMMERCIAL PROPOSAL

Name of Work: “Annual Operation of DG Sets installed at IIM Indore.”

Tender Inviting Authority

प्रमाणित किया जाता है कि एनआईटी दस्तावेज़ में क्रमिक रूप से 1 से 26 तक पृष्ठ हैं

Certified that the NIT Document contains 26 pages serially numbered from 1 to 26.

भारतीय प्रबंध संस्थान इंदौर
INDIAN INSTITUTE OF MANAGEMENT INDORE
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ई - निविदा आमंत्रण सूचना NOTICE INVITING E-TENDER

सन्दर्भ ई-टेंडर नोटिस न. आई. आई. एम. आई./संपदा/39/2023/180 फ़ाइल न. 440

Ref: E-Tender Notice No. IIMI/Estate/39/2023/180 File No. 440

आईआईएम इंदौर निविदा दस्तावेज में उल्लिखित पात्रता मानदंड के अनुसार पात्र बोलीदाताओं से आईआईएम इंदौर में लिखित कार्य के लिए ई-प्रोक्योरमेंट पोर्टल <https://eprocure.gov.in/eprocure/app> के माध्यम से ऑनलाइन आइटम दर निविदा आमंत्रित करता है। विवरण नीचे दिया गया है:

IIM Indore invites online item rate tender through e-procurement portal i.e. <https://eprocure.gov.in/eprocure/app> 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:

A.	महत्वपूर्ण घटनाओं / गतिविधियों की अनुसूची Schedule of Important Events / Activities
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A.1 बोली से संबंधित जानकारी Information Related to Bid

A.1.1	एन आई टी न. : आई. आई. एम. आई./संपदा/39/2023/180 फ़ाइल न. 440 NIT No. : IIMI/Estate/39/2023/180 File No. 440	
A.1.2	About the Institute	IIM Indore is located on Rau Pithampur Road, 25 km away from main city centre. Our is an ethical Institution and we believe in transparency in every facets of work. There is least interference other than quality assurance and timely delivery. There is no need to interact with anyone other than concerned engineer. No material will be allowed to enter the campus from Security gate without passing the same by concerned engineer following technical specifications of the tender. There will be joint measurement of works when completed and bill will be submitted after the joint measurement is accepted. The payment will be made online without any contact with anybody. Strict quality control will be ensured for the job to be executed as per technical specification and make/brand of materials (in case of any brand or its equivalent specified, sample have to approved in advance).
A.1.3	कार्य का नाम Name of Work	“Annual Operation of DG Sets installed at IIM Indore”.
A.1.4	निविदा की प्राक्कलित राशि (गुड्स एंड सर्विस टैक्स सहित) Estimated Cost Put to Tender (Including Goods & Service Tax)	Rs.14,44,752/- (Rupees Fourteen Lakh Forty Four Thousand Seven Hundred Fifty Two Only including GST)

A.1.5	ईएमडी Earnest Money Deposit (EMD) (in Rs.)	<p>Rs. 28,895 /- (Rupees Twenty Eight Thousand Eight Hundred Ninety Five Only) by e-payment through electronic mode (NEFT/ RTGS) Bank Detail is given below:</p> <p>Name of beneficiary: Indian Institute of Management Indore Account No.: 53018623445 Name of the Bank: State Bank of India IFSC Code: SBIN0030525</p> <p>Bidders will have to upload scanned copy of Payment details towards cost of EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. EMD shall be refunded after the selection process is over. 2. Normally in case of unsuccessful bidders it gets refunded on or before the 30th day after the award of the contract. 3. The EMD deposited along with bid by the successful bidder shall be returned after receiving the requisite performance guarantee. 4. EMD may be forfeited <ul style="list-style-type: none"> • if any bidder withdraw or modify their Bids during the period of validity, or • if the successful bidder after being awarded the contract, fail to sign the contract, or to submit a performance Guarantee before the deadline defined in the NIT or as per the instruction of IIM Indore, whichever is later. In this case the action of forfeiture shall be undertaken without any notice. Also, the bidder shall not be allowed to participate in the re-tendering process of the services. Along with the aforesaid, they will be suspended for the period of two years from being eligible to submit Bids for contracts with the IIM Indore.
A.1.6	समापन की अवधि Completion period	One Year
A.1.7	निविदा जमा करने की विधि Mode of submission of tender	केवल ऑन-लाइन मोड On-Line mode only

A.2 प्रमुख घटनाएँ और तिथियाँ Key Events and Dates

A.2.1	प्रकाशित करने का दिनांक Publishing Date	Aug 28, 2023
A.2.2	बोली पूर्व बैठक Pre-Bid Meeting	03:00 PM on Sep, 04, 2023 at Conference Hall, Administration Block, IIM Indore. Those who are interested can attend.
A.2.3	दस्तावेज सहित निविदा के ऑनलाइन जमा करने की अंतिम तिथि और समय Last date and time of closing of uploading/online submission of tender	Upto 03:00 PM of Sep, 07, 2023
A.2.4	तकनीकी बोली के ऑनलाइन खोलने की तिथि और समय Date & Time of online opening of technical bid	03:30 PM of Sep, 08, 2023
A.2.5	योग्य बोलीदाताओं की वित्तीय बोली खोलने की तिथि और समय Date and Time of opening of financial bid of qualified bidders	बाद में सूचित किया जाएगा Will be notified later

A.3 बोली से संबंधित अन्य महत्वपूर्ण जानकारी Other Important Information Related to Bid

A.3.1	प्रतिभूति जमा Security Deposit	2.5% of tendered value to be recovered from running bills and shall be released after completion of work as per clause 45 of the GCC of CPWD.
A.3.2	परफॉर्मन्स गारंटी Performance Guarantee	5% of tendered value on acceptance of bid. The performance guarantee may be submitted in the form of bank guarantee OR demand draft OR fixed deposit receipt from a scheduled bank which shall be refunded after completion of work.
A.3.3	बोली की वैधता Bid Validity	निविदा खोलने की तिथि से 90 दिन 90 Days from the date of opening of tender
A.3.4	Method of Selection	Two Bid System

B. Guidelines for Online Bid Submission Through CPPP

- B.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, safe script, GNFC etc.
- B.2** Detailed NIT can be viewed free of cost on IIM Indore website under the URL <http://www.iimidr.ac.in/tenders/> . Schedule of quantities (Financial bid form) can be downloaded only from <https://eprocure.gov.in/eprocure/app>. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.
- B.3** 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.
- B.4** 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>.

- B.5** 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.
- B.6** 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.
- B.7** Information and Instructions for bidders posted on website shall form part of bid document.
- B.8** 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.
- B.9** Those contractors / vendors 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 site itself.
- B.10** On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- B.11** Contractor can upload documents in the form of JPG format and PDF format.
- B.12** 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.
- B.13** 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) although the item have to be executed as per scope of contract.
- B.14** 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.
- B.15** 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.
- B.16** If there are any clarifications, this may be obtained online through the tender site, or through' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- B.17** 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.
- B.18** 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.
- B.19** 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.
- B.20** 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.

C.	Other information and terms & conditions
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- C.1** The bid submitted shall become invalid:
- If the bidder is found ineligible.
 - If any of the bidder put his quoted rates (as in financial bid document) in the envelope of Cover-I: Technical Bid.
 - If the documents submitted by the successful bidder does not match with the originals before the award of work.
- C.2** 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 Officer Engineer, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).
- C.3** 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.
- C.4** 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.
- C.5** 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.
- C.6** 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.

- C.7** *The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of technical bid.* 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 suspend the bidder for two years.
- C.8** 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:-
- The Notice Inviting Bid, all the documents including additional conditions, specifications, General Conditions of Contract 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.
 - Any other Standard C.P.W.D. Form /other forms as applicable/ mentioned.
- C.9** TAXES: -
- i) The Contractor should get registered under GST and tax as applicable as per the extant order on the subject work shall be paid by the contractor to concerned department. Which will be reimbursed by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.
 - ii) The quote should include the GST and inclusive of all other taxes applicable for the subject work.
 - iii) Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.
 - iv) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
 - v) Contractor should be registered under EPF and as per law, shall pay EPF of contract workers to concerned Department from time to time.
 - vi) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.
- C.10** Tender documents may be downloaded from IIM Indore's website/ CPPP e-Publishing portal free of cost.
- C.11** Tenders and supporting documents should be uploaded through e-procurement portal i.e. CPPP only. Hard copy of the tender documents will not be accepted.
- C.13** In the event of acceptance of a tender or as per the decision of the competent authority of IIM Indore, the documents submitted by the bidder/ successful bidder shall be verified with the originals before the award of work.
- C.14** The tenderer should not have been blacklisted or debarred by any Central/ State/ Autonomous/ Public Agency during last three financial years. In case blacklisted/

debarred bidder fills/ submits the bid/ being successful in bidding process awarded the job or during the execution of job the fact of being blacklisted/ debarred surfaced then the

- Bid (during the bidding process) will be considered as invalid &
- During the execution, if surfaced, then the contract will be liable to be terminated

D.	Eligibility Criteria, Evaluation and Selection of Contractor
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a. Minimum Eligibility Criteria: Prospective bidder should have the following for making oneself eligible for participation in the bidding process (Joint Ventures are not allowed):

- 1. Work Experience:** Experience of having successfully completed works during the last five years ending previous day of last date of submission of tenders.

One similar completed work *in any state / central department/PSUs / autonomous bodies* each costing not less than the amount equal to 80% i.e. **Rs.11,55,802 /-** of the estimated cost put to tender.

OR

Two similar completed works *in any state / central department/PSUs / autonomous bodies* each costing not less than the amount equal to 60% i.e. **Rs.8,66,851 /-** of the estimated cost put to tender.

OR

Three similar completed works *in any state / central department/PSUs / autonomous bodies* each costing not less than the amount equal to 40% i.e. **Rs.5,77,900/-** of estimated cost put to tender.

Similar work means “Operation of DG sets / Substation work / Deployment of skilled manpower (DG operator/Technician)”.

Note: The completion certificate issued from clients should indicate the date of commencement, period of completion- stipulated & actual, awarded cost & cost at completion.

- 2. Turnover:** Average annual financial turnover should be at least 50% of the estimated cost put to tender during last three consecutive financial years i.e. FY 2020-21, 2021-22, 2022-23. (Scanned copy of original certificate from CA having UDIN Number to be uploaded)
- 3. Solvency Certificate:** Solvency of the amount equal to 40% i.e. **Rs.5,77,900/-** of the estimated value from scheduled bank. (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period)
- 4. Certificates:** (scanned copy of original certificates to be uploaded)
 - 4.1** PAN (Permanent Account Number)
 - 4.2** GST (Goods & Service Tax) Registration Certificate (in Active status)
 - 4.3** E-payment details towards EMD.

4.4 EPF Registration Certificate.

4.5 ESI Registration Certificate.

5. **Past performance in IIM Indore:** Bidder, whose contract in IIM Indore has been determined/ terminated due to contractor's inability to execute the work, will be disqualified technically even though they may meet the other technical/eligibility criteria.

E.	List of Documents to be uploaded
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While submitting bid, the following documents are to be uploaded:

For Cover-1:

1. E-payment details towards EMD.
2. NIT Document duly sign & sealed on each page to be scan and uploaded.
3. Certificates of Work Experience: Experience of having successfully completed works during the last 5 years ending previous day of last date of submission.
4. Copy of CA certificate having UDIN number for annual financial turnover to be uploaded.
5. Audited copy of profit & loss account.
6. Copy of solvency certificate.
7. PAN (Permanent Account Number).
8. GST (Goods and Services Tax) Registration Certificate.
9. Certification of Incorporation/ Registration of firm.
10. Latest IT Return.
11. Power of Attorney for the person who will sign the agreement (if applicable).
12. Undertaking/ letter of Transmittal as per the format given at Annexure-1.
13. Bank Account details.
14. EPF Registration Certificate.
15. ESI Registration Certificate

Important Note: Bidder who do not submit the presentation, they will be technically disqualified.

For Cover-2:

- i) Schedule of Price Bid in the form of .xls

F:	Terms of Payment
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Release of payment: Payment shall be made by IIM Indore to the contractor under following condition: -

- 1) Payment will be made to the contractor every month on producing the correct bill after verification of attendance of staff, verification of payment made to staff as per norms & satisfactory performance of job.
- 2) 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.

- 3) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
- 4) Any other taxes/cess as per government directives shall be deducted from bill paid to the contractor from time to time.
- 5) Payment to be made online to vendor's bank account. Vendor must give details of the bank account for online transaction of payment after completion of job to the satisfaction of institute representative.

G.	Security Deposit and Performance Guarantee
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Security deposit:

- a. *The security deposit will be collected by deductions from the running bill of the contractor at the rate mentioned below. The security deposit can also be deposited in cash or in the form of Government Securities, Fixed Deposit Receipts etc.*
- b. A sum @ 2.5% of the gross amount of the bill will be deducted from RA bills of the contractor.
- c. The security Deposit shall be refunded to the contractor after the completion of work as per clause 45 of the GCC of CPWD.

Performance Guarantee:

The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within Seven days of issue of LOI. This guarantee may be in the form of Banker's cheque of any nationalized bank/Demand Draft of any nationalized bank/ Fixed Deposit Receipts or Guarantee Bonds of any nationalized Bank or the State Bank of India in accordance with the prescribed form in CPWD manual. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, including the extended period (Maximum allowable extension with another 07 days with late fee @ 0.1% per day of Performance Guarantee amount), the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that and it shall be released after completion of work.

Resolution of Disputes and Disagreements

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach termination or invalidity of this Agreement thereof, the parties shall resolve them by resorting to the following:

- The Party shall attempt within a period of 7 days after receipt of notice by the other party of the existence of a dispute, settle such dispute in the first instance by mutual discussions between the parties represented by the **Contractor** and Chief Officer Engineer of the institute.
- If the dispute cannot be settled by mutual discussion within 7 days the matter shall be referred to the Director IIM Indore, whose decision shall be full, final & binding on the parties.

INTEGRITY PACT

To,

.....,
.....,
.....

Sub: NIT No. IIM/Estate/39/2023/180 File No. 440 for the work of “NIT for Annual Operation of DG Sets installed at IIM Indore.”

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 officer Engineer

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2023
BETWEEN

The Director, IIM Indore represented through Chief Officer Engineer, IIM Indore, (Hereinafter referred as the IIM Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore “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 IIM/Estate/39/2023/180 File No. 440 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Annual Operation of DG Sets installed 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:

(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.

(d) 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:
3. 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.
4. 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.
5. 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.

6. 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.
7. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
8. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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 IIM Indore interests.
9. 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. 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/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:

I. Agreement

Format for Agreement

THIS AGREEMENT made at Indore on the ____ day of ____ 2023 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 "**Annual Operation of DG Sets installed at IIM Indore**" issued vide NIT No.: IIMI/Estate/39/2023/180 File No. 440

The Works are to be executed as per the scope of work, technical specifications, drawings etc. as is mentioned in the tender document for tendered rate amounting to Rs. _____.

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 other arrangements for workers, 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 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 annexure-1 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 as mentioned in LOI/ work order and shall complete the entire work within the stipulated time limit.
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 in respect of IIM Indore and Director IIM 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 the Engineer-in-charge 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.
12. The Engineer-in-Charge may, without prejudice to his any other right or remedy against the contractor in respect of any delay, non-commencement, inferior workmanship, any claim for damages and/ or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing determine/ repudiate the contract.

IN WITNESS WHEREOF the IIM INDORE has set his hands hereunto and duplicate hereof through his duly authorized official and the Contractor has caused these presents and duplicate 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:

Annexure-1

Letter of Transmittal

To,
The Chief Officer Engineer,
IIM Indore (M.P.)

Sub: Submission of bid for the work of “Annual Operation of DG Sets installed at IIM Indore.” Vide NIT No. IIMI/Estate/39/2023/180 File No. 440

Sir,

Having examined the details given in Notice and bid document for the above work, I/we hereby submit relevant document.

1. I/we hereby certify that all the statement made and information supplied in respect of the aforesaid bid and accompanying statements are true and correct.
2. I/we furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite bid security declaration/requisite certified solvency certificate and authorize the Institute i.e. IIM Indore or its officials to approach the bank issuing the same to confirm the correctness thereof. I/We also authorize IIM Indore and its officials to approach individuals, employees firms and corporation to verify our competence and general reputation.
4. I/We submit the certificates/ documents in support of our suitability, technical knowledge and capability for having successfully completed the said works (as mentioned / as attached in support of eligibility requirement)

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

K.	Scope of work
----	---------------

- 1 All materials/spares required for the maintenance work will be issued by the department at store on free of cost on demand.
- 2 This is purely a service contract. All the staff engaged by the contractor shall be purely his liability and department in no way shall be responsible for any compensation for any of their acts/ accidents.
- 3 In case of any accident during the operation / maintenance of the equipment leading to injuries, damages to human being, equipment and or loss of life, the contractor shall be fully responsible for setting all claims and indemnity the department against any claims arising out of such accidents.
- 4 Before taking over the possession of site, the contractor has to produce the required certificate of qualification of Staff to the Engineer-in-charge to whom he proposes to deploy at site. Apart from satisfying the qualifications, workers deployed must have sufficient knowledge to operate and maintain satisfactorily the electrical and mechanical installations as mentioned above.
- 5 The contractor must possess valid '**A**' class **Electrical contractor's** license issued from Electrical inspector or authorised Dealer distributor/OEM of DG sets (Cummins/Kirloskar/sterling).
- 6 Contractor must be registered with Central Excise Departments under GST rules.
- 7 The contractor shall pay the salary to the workers before 5th day of every month failing which Rs.100/- will be deducted per day per person from RA bills.
- 8 Staff shall be deputed at site as per the requirement including Sunday & Holidays.
- 9 **Educational / Technical qualification of staff should be as follows:**
 - **Skilled Staff:** - Certificate issued from recognized ITI in relevant field with at least 2-year experience or having electrical license in at least 1 subject, issued from electrical inspectorate with 3-year experience in relevant field.
 - **Semi-Skilled:** - Must be hand on experience on DG Sets and substation with 3-year Experience. Should be well versed with ACB, VCB and other switch gears in HT/LT electrical system.
- 10 Engineer-in charge shall be empowered to relax the qualification for experienced and exceptionally knowledgeable person in the relevant field.
- 11 Name, designation, License no., Duty hours of the working staff should be entered in duty register kept at site, which can be checked / verified by any officers of IIM Indore. Contractor must comply the instruction given by inspecting authorities during inspection.
- 12 The contractor shall provide the details of labour/staff employed by him during the execution of work & shall follow all the rules & regulation of the institute.
- 13 The staff shall be deployed after submitting their police verification report.
- 14 Contractor himself will be fully responsible for any accident/causality of his staff if occurs due to electrical fault or negligence of his staff or due to any other reason during duty hours. IIM Indore will not be responsible in any way for the same and no extra payment/claim/compensation shall be made to contractor by the IIM Indore.
- 15 The contractor must do the life and **medical insurance** of the workers on duty. He will be fully responsible for complying labour laws as per Govt. rules and regulations.
- 16 A compensation of Rs.1000/- shall be deducted from the bills for absence of workers from duty per shift per person. Though the proposal has been made for recovery from the bill of the contractor in case of absence from duty, but the contractor has to see that, necessary substitute is deployed in a pre-planned manner. Also contractor has to pay necessary dues to the persons deployed immediately after completion of one month period.
- 17 Contractor will be responsible for taking all sorts of safety measures for his workers during duty hours to avoid any type of accidents.
- 18 Contractor shall be bound for doing maintenance and operation of complete installation.

- 19 Staff should be in uniform as approved by IIM Indore with name/ batch etc. during duty hours which will be provide by the contractor.
- 20 Contractor must take all sorts of measures to rectify the day-to-day faults and complaints immediately.
- 21 **Supply of Diesel:** Diesel shall be provided by the department and shall be maintained by the contractor's staff.
- 22 Servicing & inspection of the DG Sets should be carried out daily.
- 23 **Compliance with all statutory requirements & Safety Management:** The contractor shall adopt all necessary safety requirements and shall adhere to requirements of all applicable laws, statutory rules and Regulations and Executive orders issued by various Government /Statutory /regulatory authorities from time to time, including and not limited to labour laws, sanitation and health and security requirement, shall all the requisite permissions and licenses from the authorities concerned within a period of 30 days from acceptance of the bid, failing which the Director, IIM Indore would be entitled to reject the accepted bid.
- 24 Each workman is entitled to get minimum wages/PF/ESI /and bonus as per latest notification of Minimum Wages | Chief Labour Commissioner and prevailing rules.
- 25 Regular/Preventive/ Periodical upkeep, Maintenance & Servicing of all equipment / installations etc shall be carried out as per manufacture's instructions and as per directions of the Engineer-in-Charge.
- 26 The contract shall be extended further one years which will be subject to further extension at the discretion of the competent authority before expiry of the contract as mutually agreed terms and conditions, subject to satisfactory performance.

Duties-

1. To maintain Substation, External Electrical installation, cabling, and distribution panels control panels etc. as required.
2. **Diesel Generating Set:** 4 x 750KVA, 3 x 500 KVA, 1 X 380 KVA, D.G sets consisting of A.M.F. panels with ACBs, & other equipment & accessories: -
3. Engine:- Checking of oil and lubricating oil level, checking all parameters and performance of engine on load conditions.
4. Alternator: - Checking of abnormal noise and greasing, insulations, cleaning of alternator, tightening the loose-connections and cable and terminations, checking for vibration, etc.
5. Control: - Cleaning AMR of panel, MCCB's contactor relays and panel timers with blower & CTC solution, checks for control and power wiring, tightness of connections and fuses.
6. Batteries: Tightness of connections, Diagnostics of fault and applying petroleum jelly, checking specific gravity of electrolyte of each cell, and checking the charging system.
7. Cooling: Checking of hose pipes, jubilee clamps, V-Belts & any leakage of radiator supply & filling of coolant, from client stock.
8. Fuel System: Checking of fuel pump, fuel pipelines and hoses, cleaning the fuel tank etc.
9. Starting & Testing: After carrying out all checks and performance of DG sets shall be observed and parameters of all the parts and meters should be within limit.
10. To provide training to the IIM Indore's representative/ technician on operation and maintenance of the DG sets.
11. Checking of engine for smooth running and its unusual sound.
12. Checking & repairing of leakage of fuel, lubricating oil, or coolant etc. If any.
13. Check oil level and conditioning of lub. oil & top up/refill if required from IIM stock.
14. Coolant level and shall be checked and refilled if required made available by IIMI.
15. Check the functioning of Auto controller and check the DG set in the NO load condition/ load condition.
16. To fill diesel & keep the DG set and its room neat & clean.

17. To maintain logbook which documents DG parameters like engine, alternator, load details, peak load and fuel and oil consumption etc.

Rates:-

Rates quoted for the work shall be inclusive of the following:

- (i) Expenses towards boarding, lodging of mechanics / technicians, electricians, Skilled, semiskilled as required for proper operation and maintenance of work, dress, shoes, and apron complete in all respect.
- (ii) Stationary/necessary registers /logbooks and telephone expense.
- (iii) Anticipated price escalations including increase in minimum wages as per labour department during the first year.
- (iv).Contractor's overheads and Profit. Nothing extra shall be admissible on any such account.
- (v) TDS and GST shall be deducted as per applicable rates.
- (vi) Each workman is entitled to get minimum wages/PF/ESI /and bonus as per Latest notification of prevailing rules.
- (vii) The rates to be quoted inclusive of EPF, ESIC, GST against minimum wages to be paid as per Labour Department Govt. Of India, no any further reimbursement shall be made to the contractor.

L. FINANCIAL BID

Financial Bid					
Name of Work: - "Annual Operation of DG Sets installed at IIM Indore"					
Tender No. IIMI/Estate/39/2023/180 File No. 440					
Name of the Firm					
Address of the Firm					
Phone/Mobile no.					
E-Mail ID					
Item No	Item Description	Qty	Unit	Rate (Including GST)	Amount
1	Providing manpower for DG sets operation, sub-station installed in IIM campus at IIM Indore, as per details below on all days including Sunday & holidays etc. as required.				
1.1	Electrician/ DG set operator For A Shift (1 person) (Skilled)/ITI plus 2-year Experience in relevant filed.	12	Month		
1.2	Electrician/ DG set operator For B Shift (1 person) (Skilled)/ITI plus 2-year Experience in relevant filed.	12	Month		
1.3	Electrician / DG set operator For C Shift (1 person) (Semi-Skilled) / 3-year Experience in relevant filed.	12	Month		
1.4	Electrician/DG set operator For Reliever (1 person) (Semi-Skilled) / 3-year Experience in relevant filed.	12	Month		
	Total amount in Rs.				
	I/ we agree to undertake above work at our quoted amount of Rs..... /- (Incl. GST)				

Note:

1. The Financial Bid is to be filled through e-procurement portal namely CPPP through <https://eprocure.gov.in/eprocure/app>. Any other mode of bid submission will not be accepted.
2. TDS and TDS-GST shall be deducted as applicable.
3. If any discrepancy found with the quoted amount in figures and words, higher of the two would be considered.