



भारतीय प्रबंध संस्थान इंदौर

INDIAN INSTITUTE OF MANAGEMENT INDORE

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

Ph. 0731-2439620

E-Tender Notice No.
NIT/Project/07/2016/30
File No. IIMI/Project/2016/297

TECHNO COMMERCIAL PROPOSAL

Name of Work:

Construction, Supply, Installation, testing & commissioning of ETC based Solar Water Heating System at Hostels & Quarters of IIM Indore

Certified that the NIT Document contains 28 pages

INDIAN INSTITUTE OF MANAGEMENT INDORE

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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: June 13, 2016

NOTICE INVITING E-TENDER

Ref: E-Tender Notice No. NIT/Project/07/2016/30

File No. IIMI/Project/2016/297

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. IIMI/Project/2016/297
2	Name of Work	Construction, Supply, Installation, testing & Commissioning of ETC based Solar Water Heating System at Hostels & Quarters of IIM Indore for 100 LPD to 1000 LPD capacity systems
3	Estimated Cost Put to Tender	Rs. 1,21,08,383/-
4	Earnest Money Deposit (Rs.)	Rs. 2,42,168/- by e-payment through electronic mode
5	Tender Processing Fee (Rs.)	Rs. 1000/- by e-payment through electronic mode (Non-Refundable)
6	Completion period	SIX (06) Calendar Months including monsoon period
7	Mode of submission of tender	On-Line mode only
8	Pre-Bid Meeting	03:00 PM on June 30, 2016 at Conference Hall, Administration Block, IIM Indore. Those who are interested can attained.
9	Last date and time of availability of tender in the portal	Upto 02:00 PM on July 4, 2016 on website https://eprocure.gov.in/eprocure/app NIT is also available on website http://www.iimidr.ac.in/tenders/ 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 4, 2016
11	Date & Time of online opening of technical bid	02:30 PM on July 4, 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 Days	Normal working hours at the Institute is 09:00 AM to 5:30 PM on five days (Monday to Friday). 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 download only from <https://eprocure.gov.in/eprocure/app>. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.
6. 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> >> 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**.

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:

- i) 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 Rs. 48,43,353/-,

OR

Two similar completed works, costing not less than the amount equal to Rs. 7265030/-,

OR

One similar completed work of aggregate cost not less than the amount equal to Rs. 96,86,706/-.

AND

- ii) *One completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to Rs. 48,43,353/- with some Central Government Department/State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/State Gazette.*

Important Note: Similar work shall mean: Any engineering work.

- 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 site itself.
 8. The intending bidder must have valid class-II or III digital signature to submit the bid.
 9. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
 10. Contractor can upload documents in the form of JPG format and PDF format.
 11. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
 12. The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of

contractors qualifying the technical bid shall be communicated to them at a later date.

13. Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website <https://eprocure.gov.in/eprocure/app> at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
14. The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject 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. The same will be reimbursed to him by the department after satisfying that it has been actually and genuinely paid by the contractor, The bidder should not consider EPF & ESIC in his rates.
 - vii) Any other taxes/cess as per government directives shall be deducted from each bill paid to the contractor from time to time.
30. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002, 91 8826246593 or send a mail over to cphp-nic@nic.in
31. The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD / BIS / MNRE / Other Central/State Govt. norms 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.
32. 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 cphp-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) Latest IT returns
- v) Audited Balance Sheets of last three years
- 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
- 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.

Dated: June 13, 2016
Place: Indore M.P.

Sd/-
(V.P. Thomas)
Chief Engineer

INDIAN INSTITUTE OF MANAGEMENT INDORE

Detailed Notice Inviting e-Tender

TERMS AND CONDITIONS:

1. Definitions:

- 1.1** “*IIM Indore*” shall mean The Director or his representative of “Indian Institute of Management Indore” and shall also include its successors in interest and assignees.
- 1.2** The “*Contractor*” shall mean the *Firm / Person (whose tender has been accepted by IIM INDORE)* and shall include his legal representatives, successor in interest and assignees.
- 1.3** The “*Contract*” shall mean “Construction, Supply, Installation, testing & Commissioning of ETC based Solar Water Heating System at Hostels & Quarters of IIM Indore” including 5 Years Guarantee / Warrantee and shall be valid till the completion of all related works.

General:

1. The tenderer is expected to examine all instructions, terms and conditions, specifications, forms and formats etc. as mentioned/ enclosed in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the tenderer’s risk and is likely to result in out-right rejection of the tender.
2. The tenderer should not have been blacklisted or debarred by any Central/ State / Public Agency from carrying out similar business during last three financial years.
3. EMD of unsuccessful tenderer shall be returned after award of the contract/ order to the successful bidder. No interest will be paid on the earnest money.
4. **Maintenance & guarantee/warrantee of the system:**
 - 4.1 The rate quoted should be inclusive of charges of all the accessories and fittings including supply, installation & commissioning of the system at earmarked / specified locations including guarantee / warrantee for the period of 5(five) years.

- 4.2 During the guarantee / warranty period, IIM Indore reserve the right to cross check the performance of the systems with the minimum performance levels specified in the MNRE / BIS specifications.
- 4.3 Any defect / fault noticed in the installed systems shall be rectified within 7days (Maximum) time to put back the system into operation. Any delay more than 7 days will be viewed seriously and may call for proportionate extension of warranty period and may also be linked with penalty of Rs. 100/- per day of delay or both.
- 4.4 Warranty/guarantee for all parts and components of the Solar Water Heating System should be for 5 (five) years after defect liability period of one year.
- 4.5 Defective/ non-functioning Solar Water Heating System including Collectors, Hot Water Tanks, piping etc., shall be repaired / replaced free of cost by the successful bidder within the warranty/guarantee period for proper, sustained & reliable operation of the System.
- 4.6 Warrantee/guarantee Card is to be supplied with each system as per manufacturer.
5. The supply, installation & commissioning of the systems should be done as per the direction of Chief Engineer, IIM Indore or his representative.
6. One copy of the operation and maintenance manual in English for the system as per standard format is to be supplied to IIM Indore. The operation and maintenance manual should get approved from IIM INDORE by the successful bidder.
7. The supplier shall be responsible for the satisfactory performance of the system for five years after defect liability period of one year. Any complaint received from IIM INDORE must be attended within seven days from the receipt of complaint in writing or telephonically, failing which IIM INDORE will make the system functional and debit the expenditure to the party which will be deducted from the remaining payment due to the manufacturer and the defaulter manufacturer will be blacklisted.
8. Any damage of the existing structure, building etc. made by the successful bidder during execution of this work shall be made good as it was at his own cost & risk.
9. **Supply of materials:** It is a turnkey job for supply, erection, testing and commissioning of specified capacity Solar Water Heating System at earmarked locations in the campus of IIM Indore including 5 years of warranty period and as such no extra payments against any unforeseen

items / works will be paid. The supplier should be responsible for packing, forwarding, and dispatching, insurance and safe delivery of materials and Installation & Commissioning, including storage & handling as required at specific sites at their quoted price.

- 10. Payment and other Financial Terms:** Payment will be made as per the 'Schedule of Payment' mentioned in the tender document. No advance payment will be made. All payments shall be made in Indian Rupees. The deduction of taxes will be made as applicable. Tax Deduction Certificate (TDS) in proper format will be issued.

11. Security deposit:

- 11.1 *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.*
- 11.2 A sum @ 2.5% of the gross amount of the bill will be deducted from each running bill *as well as final bill* of the contractor. Such deductions will be made unless the contractor has deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts. This is in addition to the performance guarantee that the contractor is required to deposit as per clause mentioned in the tender document.
- 11.3 Security deposit can be released against bank guarantee issued by a schedule bank on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that amount of any bank guarantee except last one, shall not be less than Rs. 5 lakhs.
- 11.4 The Bank Guarantee submitted against Security Deposit shall initially be valid up to the stipulated date of completion of the work plus one month minimum.
- 11.5 Refund of security deposit: The Security Deposit will be released after completion of defect liability period of one year.

12. Performance Guarantee:

The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within Ten days of issue of LOI. This guarantee may be in the form of Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Fixed Deposit Receipts or Guarantee Bonds of any Scheduled 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 if any, 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.

Refund of performance guarantee: The performance guarantee shall be refunded to the contractor soon after the completion of the work and recording of the completion certificate as above. *However, in case of contracts involving maintenance of building and services/ other work after construction of same building and services/other work, 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.*

13. Legal Case:

All disputes are to be settled within the jurisdiction of Indore, Madhya Pradesh.

14. Test Certificates for the systems: The bidder to whom work is awarded will have to submit test certificates for Solar Water Heating Systems as per the manufacturer/MNRE.

15. Inspection and Testing of materials:

- i) Prior to placing formal order, Pre inspection of the manufacturing unit of the bidder eligible for getting the work may be made by the officials of IIM INDORE at the cost and risk of the bidder to assess the capability.
- ii) The successful bidder shall provide without any extra charge, all materials, tools, testing equipments, labour and assistance of every kind which the inspecting officer may consider necessary for any test or examination which he may require to be made on the bidder's premises. IIM INDORE can also get the systems tested from any Govt. approved test centre/ laboratory and the expenses shall be borne by the successful bidder. All the expenses for the inspection by the IIM INDORE's representatives like TA/DA, boarding and lodging charges will be borne by the successful bidder.

INTEGRITY PACT

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

Sub: NIT No. **NIT/Project/07/2016/30** File No. **IIMI/Project/2016/297** for the work of Construction, Supply, Installation, testing & commissioning of ETC based Solar Water Heating System at Hostels & Quarters of 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 Engineer

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

Sub: Submission of Tender for the work of Construction, Supply, Installation, testing & commissioning of ETC based Solar Water Heating System at Hostels & Quarters of IIM Indore.

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM Indore. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

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

BETWEEN

The Director, IIM Indore represented through Chief 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 ([NIT/Project/07/2016/30](#) [File No. IIMI/Project/2016/297](#)) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Construction, Supply, Installation, testing & Commissioning of ETC based Solar Water Heating System at Hostels & Quarters of 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.

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

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

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

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

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

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on

behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

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

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

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

Article 3: Consequences of Breach

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

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

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to

the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

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

Article 4: Previous Transgression

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

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

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

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

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. 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:

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 "Construction, Supply, Installation, testing & commissioning of ETC based Solar Water Heating System at Hostels & Quarters of IIM Indore".

The Works are to be executed as per the schedules mentioned in tender document 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:

TECHNICAL SPECIFICATIONS

The Solar Water Heating System should comprise of:

- (1) Solar ETC collectors
- (2) Properly insulated Stainless Steel hot water storage tank and various other components
- (3) HDPE cold water tank (Optional, as and where required)
- (4) Collectors / Tank stand assembly
- (5) Necessary piping for cold and hot water
- (6) Instrumentation,
- (7) Brass valves
- (8) Five years guarantee/warrantee
- (9) Any other item not mentioned in the bid but is required for commissioning of the system.

Solar Evacuated Tubes:

ETC based Solar Water Heater shall conform to the latest BIS specifications and minimum overall dimension of the EVT tube and other specifications should be as under:

- a) Length (in mm) : 1800±100
- b) Diameter (in mm) : 55-60
- c) Selective coating content: Copper-Aluminium
- d) Selective Coating type: Triple layer
- e) Thickness of coating: 350 nm (minimum)
- f) Glass: Borosilicate glass
- g) Thickness of glass tube: 1.6 mm (minimum)
- h) Thermal expansion of glass tube: 3.3×10^{-6} deg C
- i) Vacuum Jacket Pressure: 5×10^{-4} Pa
- j) Solar absorption: >0.9
- k) Insulation: Vacuum jacket,
- l) Gaskets for tubes: EPDM
- m) Number of tubes: As required with respect to SWH capacity and as per manufacturer specifications/standard.

Tanks:

- a) Capacity: As mentioned in schedule (100/500/1000 LPD)
- b) Type: Natural flow/Thermocycphon
- c) Configuration: Horizontal (or vertical for some locations ,if required)
- d) Test pressure in kgs: 1 Bar
- e) Inner Container: Stainless Steel
- f) Insulation: PUF (min 40mm thick)
- g) Outer cladding: Aluminium / GI Precoated Sheets
- h) Inner body material: Stainless Steel 304 best anti-corrosion performance Tank

- i) Inner / Outer body diameter: As per manufacturer specifications
- j) Frame material: M.S. with PU paint/ Steel board plating with Zinc
- k) Fixtures: Stainless Steel
- l) Inner tank thickness: 0.6 mm (Min)
- m) Insulation material: Polyurethane foaming min 40 mm thick (Minimum)

HDPE cold water tank

The cold water storage tank should be of any ISI marked HDPE tank with Gun metal float valve (ISI marked).

Piping for hot and cold water :

Polyethelene-Aluminium-Polyethelene (PE-AL-PE) Composite Pressure Pipes conforming to IS - 15450.

The pipe line should be properly supported and fixed with clamp with the help of suitable size stand/civil structure (cement concrete ratio 1:4) ISI mark Gun metal strainer of standard make should be fitted in the main cold water supply line before the system.

Instrumentation

1. Temperature gauge as and where required
2. Two brass valves ISI marked are to be supplied: one for inlet, one of outlet.

MILE STONE

Name of Work:

Construction, Supply, Installation, testing & commissioning of ETC based Solar Water Heating System at Hostels & Quarters of IIM Indore

Milestone	Description	Target Period
1	Construction, Supply, Installation, testing & Commissioning of ETC based Solar Water Heating System at earmarked locations in the campus of IIM Indore	SIX (06) Months
	Total period for completion of work	SIX (06) Months

Compensation for Delay:

If the contractor fails to maintain the required progress as is mentioned in milestone above to complete the work and clear the site on or before the contract or extended date of completion as per mile stones given above, he shall, without prejudice to any other right or remedy available under the law to the Institute on account of such breach, pay as agreed compensation @ 0.5 % percent (Zero point five) of the tendered amount per week of delay to be computed on per day basis for the delay of work.

This will also apply to items or group of items for which a separate period of completion has been specified. **Provided always that the total amount of compensation for delay to be paid under this clause shall not exceed 10% of the Tendered Amount of work or of the Tendered Amount of the item or group of items of work for which a separate period of completion is originally given.**

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute. In case, the contractor does not achieve a particular milestone or the re-scheduled milestone(s) the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With holding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor.

However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently shall also be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

The decision of the Director IIM in this regard shall be final and binding.

Payment Schedule

Name of Work:

Construction, Supply, Installation, testing & commissioning of ETC based Solar Water Heating System at Hostels & Quarters of IIM Indore.

Intermediate payments shall be made as under

S. No.	Description	Percentage of Amount
1.	Supply of Solar Water Heater Systems in campus conforming to the technical specifications	60%
2.	Installation, Testing & Commissioning of Solar Water Heater System at the site of work conforming to the technical specifications and to the satisfaction of Engineer-in-Charge.	40%

Note: Payment will be made as per the 'Schedule of Payment' mentioned in the tender document. No advance payment will be made. All payments shall be made in Indian Rupees. The deduction of taxes will be made as applicable. Tax Deduction Certificate (TDS) in proper format will be issued.