



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
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E-TENDER- MODE

**RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL
NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER
AUTHORITY FOR IIT INDORE**

**Document to be submitted online for
(Two Bid as per Tender document)
Item Rate**

INDEX

Name of work: **RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE**

N.I.T. No. : - IITI/IDO/PR/CONSUL./CWGA/NIT/2021-22/04

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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

The Project In charge, on behalf of IIT Indore invites online item rate bids from approved contractors/Consultant in CPWD, BSNL, MPPWD, MES, Central PSUs and working agency of IIT/IIM/RRCAT etc.

S. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Period of completion	Last date & time of submission of Bid, , and other documents as specified in the Press Notice.	Time and date of opening of eligibility Bid / documents
1	2	3	4	6	7	9
1	IIT/IDO/PR/CONSUL./CWGA/NIT/2021-22/04	RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE	Estimated cost: (Rs. 10,62,000/-) Ten Lakh Sixty Two Thousand only	1 Months	19-07-2021 upto 03:00 PM	20-07-2021 at 04:00 PM

- The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form part of bid document.
The bid document consisting of 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 http://iiti.ac.in/tender_estate free of cost
- Those contractors not registered, are required to get registered beforehand. If needed, they can be imparted training on online bidding process as per details available on the website.
- The intending bidder must have valid class-III digital signature to submit the bid.

6. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. If a tenderer does not quote any percentage above / below on the total amount of the tender or any section / sub head in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tender.
9. GST or any other tax payable on construction materials/contract/any activity related with this contract shall be paid by the contractor and Government shall not entertain any claim, whatsoever, in this regard. The contractor shall quote his rates in accordance with Government of India, Ministry of Finance, Department of Revenue, Central Board of Excise & Customs Notification no.10/2017-Central Tax dated 28 June, 2017.

List of Documents to be scanned and uploaded within the period of bid submission:

LIST OF DOCUMENT TO BE UPLOADED WITH TECHNICAL BID (for technical evaluation)

Sl. No.	List of Documents
1*	Certificate GST No.
2*	Registration No.
	Form A:-Financial information
3*	i) Average Annual turnover 50% of estimated cost of Tender
4*	Bank Solvency Certificate VALUE SHOULD BE 40% of Estimated Cost (Latest not older than 6 months)
5*	Details of Eligible Work or Similar Work
	Successfully completed similar work with in last Seven years
	i) one similar work of value 80% of estimated cost of tender. OR
	ii) Two similar work of value 60% of estimated cost of tender. OR
6	iii) Three similar work of value 40% of estimated cost of tender
7	Structure and organization of the firm/company
8*	Certificate of EPF and ESIC
9*	Labour Registration
10*	Undertaking of compliance of all the statutory laws to be submitted on the letter head of the organization with seal & signature as per Annexure No. 1
11*	Bid Security Declaration Form

- The Document should be uploaded in prescribed serial number and no extra number of document/ pages will be uploaded.
- Summary Sheet will be attached with uploaded document
- * MANDATORY

- ❖ **Registration No. Means:** MSME, CPWD, PWD, Society firm and Architectural consultancy and PMC and similar related to the construction/consultancy/ civil work.
- ❖ **Bank Solvency :** Current Financial Year (2021-22) (Not older than 6 months)
- ❖ **Document for Eligibility of Similar Work : Only Defined Document (with Seal signed by Client)**
Letter of Acceptance /Work Order with Detail of work /PO
Completion Certificate of Work (Sealed and Signed)
- ❖ **Financial Information :**
CA Certified Summary sheet year wise.
Profit/ loss Statement.
ITR returns of last 3 years
- ❖ **Similar Works means :**
Major: Consultancy works for water / environment / Pollution related works having experience in making audits reports and fulfill the criteria of latest CGWA Gazette Notification.
- ❖ **Technical Eligibility criteria**
 - a. Consultant / Organization approved by Central Ground Water Authority as displayed on its website.
 - b. Consultant / Organization approved by any other agency recognized or recommended by CGWA.

CPWD-6 FOR e Tendering

Item rate bids are invited on behalf **The Project In charge on behalf of IIT Indore invites online item rate bids from approved registered contractors/ Consultancy in CPWD, BSNL, MPPWD, MES, Central PSUs and working agency of IIT/IIM/RRCAT etc. for RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE.**

1. The enlistment/ registration of the contractors should be valid on the last date of submission of bids.

In case, the last date of submission of bids is extended, the enlistment/ registration of contractor should be valid on the original date of submission of bids.

- 1.1 The Item rate work is estimated to cost **Rs 10,62,000/-**

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7, which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **One Month (1)** from the date of issue of LOC or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available or made available in parts.

The available documents shall be provided in phased manner, as per requirement of the same as per approved program of completion submitted by the contractor after award of work.

5. 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 except Standard General Conditions of Contract Form can be seen on website http://iiti.ac.in/tender_estate & <https://eprocure.gov.in/eprocure/app> free of cost.
6. While submitting the revised bid, contractor can revise the percentage rate quoted by him any number of times for any/all sub-heads but before last time and date of submission of bid as notified.

The receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.

7. Copy of Enlistment Order/ registration certificate and certificate of work experience and other documents as specified in the bid document shall be scanned and uploaded to the e-Tendering website within the period of bid submission. Further, certified copy of all the scanned and uploaded documents as specified in bid document shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

The bid submitted shall be opened at **04:00 PM on 20.07.2021**

8. The bid submitted shall become invalid if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents (including GST registration certificate and acknowledgement of up to date filed return) as stipulated in the bid.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.

(iv) If a tenderer does not quote any item rate on the total amount of the tender or any section / sub head in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

(v) The contractor whose bid is accepted will be required to **furnish performance guarantee of 3% (Three Percent)** of the bid amount within the period specified in GCC of CPWD. This guarantee shall be in the form of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case, the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour license, registration with EPFO, ESIC and BOCW welfare board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provision by the sub-contractors, if any engaged by the contractor for the said work and programme chart (Time and progress) within the period specified in schedule F.

9. Description of the work is as follows :- **RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE.** Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any

misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

10. The competent authority on behalf of IIT 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.

11. 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.

12. The competent authority on behalf of IIT 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.

13. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India, as aforesaid, before submission of the bid or engagement in the contractor's service.

14. The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of bids. If any bidders withdraw 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, and then the Government shall, without prejudice to any other right or remedy. Further, the bidders shall not be allowed to participate in the rebidding process of the work.

15. 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:-

(a)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.

(b)Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

16. For Composite Bids

16.1.1 The Project In charge will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

16.1.2 The bid document will include following three components:

Part A:- CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2019 as amended/modified up to receipt of tender

Part B: - General / specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C: - Schedule A to F for minor component of the work General/specific conditions, specifications and schedule of quantities applicable to component(s) of the work.

16.1.3 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually as per NIT Conditions.

16.1.4 The eligible bidders shall quote percentage rate for all subheads/components of work.

16.1.5 After acceptance of the bid by competent authority, the Project in charge shall issue letter of award on behalf of the IIT Indore. After the work is awarded, the main contractor will have to enter into one agreement.

16.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.

16.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.

16.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge within prescribed time. Name of the agency(s) to be associated shall be approved by Project In Charge.

16.1.9 In case, the main consultant intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Project In Charge. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case, Engineer-in-charge is not satisfied with the performance of any agency, he can direct the consultant to change the agency executing such items of work and this shall be binding on the consultant.

16.1.10 The main consultant has to enter into agreement /MOU with agency(s) associated by him for execution of minor component(s). Copy of such agreement/MOU shall be submitted to PIC. In case of change of associate contractor, the main contractor has to enter into agreement/MOU with the new contractor associated by him.

16.1.11 Running payment shall be made by PIC to the main contractor.

16.1.12A. The Item Rate work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Project-in-charge of after record of completion certificate of all other components.

16.1.12B. Final bill of whole work shall be finalized and paid by the IIT Indore.

Special Condition of Contract

1. The consultant will execute the work during working hours from 9am to 6pm on working days. Permission of Engineer In charge and Chief Security Officer will be required in writing for working on holidays and beyond working hours.
2. Looking to the pandemic COVID- 19 situation, the consultant shall be responsible for necessary permission from Govt. authorities and IIT Indore authorities for entrance and working in IIT Indore campus.
3. The competent authority on behalf of the IIT Indore does not bind himself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected. Conditional bid including conditional rebate shall be summarily rejected.
4. IIT Indore shall provide all the available data/ information/ site details during the draft report preparation.

Terms of payment:

- a. 50% on submission of reports to Central Ground water Board, Regional Office, Bhopal
- b. 50% on approval of reports by CGWB Bhopal

INTEGRITY PACT

To,

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

Sub: NIT No. **IITI/IDO/PR/CONSUL./CWGA/NIT/2021-22/04**. For the work
**RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL
NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER
AUTHORITY FOR IIT INDORE.**

Dear Sir,

It is here by declared that IIT 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 IIT Indore.

Yours faithfully

Project-in-Charge

* To be filled by Project-in-Charge.

To,
Project-in-Charge,
.....,
.....

Sub: Submission of Tender for the work of **RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE.**

Dear Sir,

I/We acknowledge that IIT 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 IIT 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, IIT Indore shall have unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... On this..... Day of..... 20.....

BETWEEN

IIT Indore represented through Project-in-Charge...

....., (Here in a fter referred as the “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its Successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of

duly authorized signatory) “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender ----- (*) ----- (hereinafter referred to as

“Tender/Bid”) and intends to award, under laid down organizational procedure, **RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE.**

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:

* To be filled by Project –in - charge.

Article 1: Commitment of the Principal/Owner

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

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

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

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

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the 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) commit 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)/Contract(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.
 - e) 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

- 1) 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:

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 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 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 15 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, IIT 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:

**INDIAN INSTITUTE OF TECHNOLOGY INDORE
ITEM RATE TENDER & CONTRACT FOR WORKS**

1.	Tender for composite work of:	RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE
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- (i) To be uploaded by 03.00 P.M. hours on 09.07.2021 upload at http://iiti.ac.in/tender_estate & <https://eprocure.gov.in/eprocure/app>
- (ii) To be opened at 04:00 P.M. hours on 20.07.2021 in the office of ID Office IIT Indore

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the IIT Indore within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for 90 (ninety) days from the due date of its opening and not to make any modification in its terms and conditions.

Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in IIT Indore in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Project -in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Witness:

Postal Address

Address

Occupation

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the IIT Indore for a sum of `

.....*.....(Rupees.....*.....
.....).

The letters referred to below shall form part of this contract agreement:

(a) *

(b) *

(c) *

For & on behalf of IIT Indore

Signature*

Dated: *

Designation*

*To be filled in by PIC

Form of Performance Security (Guarantee)

Bank Guarantee Bond

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between.....and

(Hereinafter called “the said Contractor(s)”) for the work..... (hereinafter

Called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees

..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in

accordance with the terms and conditions in the said agreement.

We... (Hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.

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

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

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

We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our

obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

Bid Security Declaration
(To be signed by bidders in lieu of EMD on Company's Letter Head)

To,
Registrar
IIT Indore

This Bid Securing Declaration is made by
(Authorized signatory) on behalf of (Company
Name) as part of fulfillment of Bid Submission in lieu of Earnest Money Deposit (EMD).

This Bid Securing Declaration is made accepting that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, we will be liable for suspension for a period of two years from being eligible to submit Bids for contract with IIT Indore.

Date:

Place:

(Signature of Authorized Person)
With Company Seal

Schedule of Work

IMPACT ASSESSMENT REPORT

EXECUTIVE SUMMARY

Content of Impact Assessment Report for industries, infrastructure projects, and hydrogeological reports for mines. As per the new guidelines notified on 24.09.2020, all industries extracting/proposing to extract ground water in excess of 100 m³/day in Over-exploited, Critical and Semi- critical areas shall have to mandatorily submit impact assessment report prepared by accredited consultants. The proforma for report that was made available on the NOCAP website includes ground water modelling study which is irrespective of quantum of water to be extracted. The following amendments are hereby made for information of the proponents:

- 1.(a) The Impact Assessment study Report in case of industries should cover 5 Km radius area around the project site and ground water modelling study is mandatory as per the criteria given in point number 4.
(b) Impact Assessment Report along with modelling study shall also be required to be submitted in Safe category where withdrawal by industries is >500 m³/d in hard rock and >2000 m³/d in soft rock/alluvium.
 2. Infrastructure projects where dewatering is required, impact assessment report along with groundwater modelling in 5 km radius shall be mandatory irrespective of groundwater volume.
 - 3.(a) All mining projects irrespective of dewatering shall mandatorily submit comprehensive hydrogeological reports of core and buffer zones in the radius of 2 and 10 sq.km respectively
- In case of dewatering, ground water modelling in 10km radius is mandatory as per the criteria given in point number 4 below.

4.Criteria for modelling studies applicable to industries and infrastructure projects.

Assessment Unit	Aquifer Type	Quantum of Groundwater (m ³ /day)	Report
Over-exploited, Semi-Critical and Critical (OCS)	Hard Rock	>500	Impact Assessment Report along with modeling study.
	Soft Rock/Alluvium	>1000	
Safe	Hard Rock	>500	
	Soft Rock/Alluvium	>2000	

Format for Impact Assessment Report

1. Brief about the proposed project giving location details, coordinates, google/ toposheet maps, etc. demarcating the project area.

1.1 Land Use Land Cover of the surrounding area, Percentage of LULC categories

1.2 Topography and drainage.

1.3 Details of wetlands [Highlight protected wetlands / Ramsar sites / NLCP lakes/ other important wetlands in terms of dependencies of local communities if any]

2. Ground water situation in and around the project area including water level and quality data and maps along with quality issues, if any. In case of mines, ground water conditions in both core and buffer zone should be described.

2.1 Brief geology of the area

2.2 Hydrogeology of the area

2.2.1 Aquifer description [type, depth, storativity, permeability and porosity]

2.2.2 Ground water flow and aquifer interaction [flow direction, Ground water – surface water connectivity]

2.2.3 Ground water level trend analysis [pre – monsoon and post – monsoon] for 10 years

2.2.4 Hydrograph of the water level for 10 years

2.2.5 Predicted water level declines for affected aquifers [Ground water modeling]

2.2.6 Ground water quality [pre - monsoon and post – monsoon]

2.2.7 Water quality of nearby water bodies

3. Details of the tubewells/ borewells proposed to be constructed. This includes the aquifer parameters, drilling depth, diameter, tentative lithological log, details of pump to be lowered,

H.P. of pump, tentative discharge of tubewells/ borewells, etc. Locations to be marked on the site plan/ map. Location of proposed piezometers.

5. Approved detailed dewatering plan in case of infrastructure dewatering projects.

6. Proposed usage of pumped water in case of infrastructure dewatering projects.

6.1 For drinking, irrigation etc.

6.2 6.3 Recharge

6.3 Runoff to stream

6.4 Benefitted area

7.Comprehensive assessment of the impact on the ground water regime in and around the project area highlighting the risks and proposed management strategies proposed to overcome any significant environmental issues.

7.2 Impact on groundwater sources

7.2.1. A description of the impacts on environmental values that have occurred, or are likely to occur, because of any past ground water abstraction.

7.2.2 An assessment of the likely impacts on environment that will occur, or are likely to occur, because of the ground water abstraction for a five years period starting on the consultation day for the report; and over the projected life of the resource project area, affected area and radius of influence in case of dewatering.

7.3 Socio-Economic Aspects:

7.3.1 Settlements and population dynamics around project area

7.3.2 Dependency on sources of water [surface or sub-surface]

7.3.3 Ground water uses [e.g. irrigation (irrigation method, number of watering)
water supply etc.]

7.3.4 Improvement / decline in agricultural yield in last 5 years and likely impact after NOC

7.3.5 Impact of proposed / existing project on local communities [based on local interactions (interactions must be with stakeholders like fishermen community,farmers etc.)]

8.Proposed measures for disposal of waste water by industries drawing saline water.

9. Measures to be adopted for water conservation which include recycling, reuse, treatment, etc. This includes the water balance chart being adopted by the firm along with details of water conservation methods to be adopted.

- Brief write up along with capacity and flow chart of Sewage Treatment Plants / Effluent Treatment Plants / Combined Effluent Treatment Plants existing/ proposed within the project.
- Details of water conservation measures to be adopted to reduce/ save the ground water.
- Total water balance chart showing the usage of water for various processes.

10. Any other details pertaining to the project and complete the requirement of Gazette Notification **CG-DL-E-24092020-221952**

WATER AUDIT REPORT

EXECUTIVE SUMMARY

CONTENTS OF THE WATER AUDIT REPORT

This section includes the brief details about the manufacturing process, quantum of water used and treated in the plant. Focus should be on improving water usage efficiency and identifying water Conservation opportunities. The field study and data collection for the said water audit and discusses the water balance and various water saving options derived on the basis of observations made, data collected and their analysis and summary of Water Audit findings.

INTRODUCTION

This section deals with brief about plant, manufacturing process, process flow diagram & initiatives taken by the industry.

SCOPE OFWORK

The main objective of the study is to identify the water uses & water saving opportunities. Scope of work of the study includes the following:

- Water system analysis
- Quantification of baseline water mapping
- Monitoring and measurements using pressure and flow meters and various other devices
- Quantification of inefficiencies and leaks
- Quantification of water quality loads and discharges
- Quantification of variability in flows and quality parameters
- Strategies for water treatment and reuse or direct use
- Water balance
- Mapping of Water quality requirement at various user areas

METHODOLOGY OF THE STUDY

In this section brief about the methodology adopted for carrying out the study is to be discussed.

ASSESMENT OF PRESENT WATER USAGE

In this section, assessment of present water usage is to be carried out which should include plant water consumption trend, different sources of water, distribution details, water balance, metering system and water costing etc.

WATER & WASTE WATER TREATMENT & RECYCLING PRACTICES

This section provides the detailed analysis of the data along with the key findings regarding generation of effluents, collection and treatment systems in place, disposal of treated effluent and current existing recycling and reuse of treated effluent.

DATA ANALYSIS & RESULTS

This section provides the detailed analysis of the data along with the key findings, brief discussion on which should include fresh water balance, waste water mapping, discussion on water balance diagram of all important water consumptive units

WATER CONSERVATION OPPORTUNITIES

This section deals with present scenario of water savings opportunity, potential, recommendation and benefit in terms of total annual water saving, monetary and payback period etc.

IMPLEMENTATION PLAN

In this section outcome of the study, summary of findings, recommendations and implementation plan for water savings is to be described.

Any other details pertaining to the project and complete the requirement of Gazette Notification **CG-DL-E-24092020-221952 dated 24 September 2020.*

Name of Work : RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE.

S.NO	Description	Qunatity	Unit	Amount
1	<u>RENDERING CONSULTANCY SERVICES FOR PREPARATION OF ALL NECESSARY REPORTS FOR COMPLIANCES OF CENTRAL GROUND WATER AUTHORITY FOR IIT INDORE, SIMROL CAMPUS IIT INDORE</u>	1	Lump Sum	
	<u>Total Amount</u> (Inclusive of GST)	Rupees ...		