



सिद्धिमूलं प्रबन्धनम्
भा. प्र. सं. इन्दौर
IIM INDORE

भारतीय प्रबंध संस्थान इंदौर INDIAN INSTITUTE OF MANAGEMENT INDORE

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इ-टेंडर नोटिस न. **E-Tender Notice No.**

आई. आई. एम. आई./परियोजना/6/2024/158 फ़ाइल न. 505

IIMI/Project/6/2024/158 File No. 505

तकनीकी व्यावसायिक प्रक्रिया
TECHNO COMMERCIAL PROPOSAL

Name of Work: "Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore".

Tender Inviting Authority

प्रमाणित किया जाता है कि एनआईटी दस्तावेज़ में क्रमिक रूप से 1 से 37 तक 37 पृष्ठ हैं
Certified that the NIT Document contains 37 pages serially numbered from 1 to 37

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

सन्दर्भ इ-टेंडर नोटिस न. आई. आई. एम. आई./परियोजना/6/2024/158 फ़ाइल न. 505

Ref: E-Tender Notice No. IIMI/Project/6/2024/158 File No. 505

आईआईएम इंदौर निविदा दस्तावेज में उल्लिखित पात्रता मानदंड के अनुसार पात्र बोलीदाताओं से आईआईएम इंदौर में उल्लिखित कार्य के लिए ई-प्रोक्योरमेंट पोर्टल के माध्यम से ऑनलाइन आइटम दर निविदा आमंत्रित करता है। विवरण

नीचे दिया गया है:

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

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

A.1.1	एन आई टी न. : आई. आई. एम. आई./परियोजना/6/2024/158 फ़ाइल न. 505 NIT No. : IIMI/Project/6/2024/158 File No. 505	
A.1.2	About the Institute	IIM Indore is located on Rau Pithampur Road, 25 km away from main city centre. Our is an ethical Institution and we believe in transparency in every facets of work. There is least interference other than quality assurance and timely delivery. There is no need to interact with anyone other than concerned engineer. No material will be allowed to enter the campus from Security gate without passing the same by concerned engineer following technical specifications of the tender. There will be joint measurement of works when completed and bill will be submitted after the joint measurement is accepted. The payment will be made online without any contact with anybody. Strict quality control will be ensured for the job to be executed as per technical specification and make/brand of materials (in case of any brand or its equivalent specified, sample have to approved in advance).
A.1.3	कार्य का नाम Name of Work	"Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore".
A.1.4	निविदा की प्राक्कलित राशि (गुड्स एंड सर्विस टैक्स सहित) Estimated Cost Put to Tender (Including Goods & Service Tax)	Rs. 7,91,421/- (Incl. GST) (Rupees Seven Lakhs Ninety One Thousand Four Hundred & Twenty One Only).

A.1.5	ईएमडी Earnest Money Deposit (EMD) (in Rs.)	<p>Rs. 15,828/- (Rs. Fifteen Thousand Eight Hundred and Twenty-Eight Only) by e-payment through electronic mode (NEFT/ RTGS)</p> <p>Links are as follows:</p> <ol style="list-style-type: none"> 1. General Payments to IIM Indore (Powered by ICICI Bank): https://eazypay.icicibank.com/eazypayLink?P1=kG55pr8hOW1A/y4JLw04pQ== 2. General Payments to IIM Indore (Powered by HDFC Bank / Qfix): https://forms.eduqfix.com/iimgenform/add <p>Bidders will have to upload scanned copy of Payment details towards cost of EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. EMD shall be refunded after the selection process is over. 2. Normally in case of unsuccessful bidders it gets refunded on or before the 30th day after the award of the contract. 3. The EMD deposited along with bid by the successful bidder shall be returned after receiving the requisite performance guarantee. 4. EMD may be forfeited <ul style="list-style-type: none"> • if any bidder withdraw or modify their Bids during the period of validity, or • if ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, or • if the successful bidder after being awarded the contract, fail to sign the contract, or to submit a performance Guarantee before the deadline defined in the NIT or as per the instruction of IIM Indore, whichever is later. In this case the action of forfeiture shall be undertaken without any notice. Also, the bidder shall not be allowed to participate in the re-tendering process of the services. Along with the aforesaid, they will be suspended for the period of two years from being eligible to submit Bids for contracts with the IIM Indore.
A.1.6	समापन की अवधि Completion period	30 Days

A.1.7	निविदा जमा करने की विधि Mode of submission of tender	केवल ऑन-लाइन मोड On-Line mode only
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A.2 प्रमुख घटनाएँ और तिथियाँ Key Events and Dates

A.2.1	प्रकाशित करने का दिनांक Publishing Date	March 11, 2024
A.2.2	दस्तावेज सहित निविदा के ऑनलाइन जमा करने की अंतिम तिथि और समय Last date and time of closing of uploading/online submission of tender	March 18, 2024 Upto 03:00 PM
A.2.3	तकनीकी बोली के ऑनलाइन खोलने की तिथि और समय Date & Time of online opening of technical bid	March 19, 2024 at 03:30 PM
A.2.4	योग्य बोलीदाताओं की वित्तीय बोली खोलने की तिथि और समय Date and Time of opening of financial bid of qualified bidders	बाद में सूचित किया जाएगा Will be notified later

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

A.3.1	प्रतिभूति जमा Security Deposit	चालू बिलों और अंतिम बिल से 5% की वसूली की जाएगी जो दोष देयता अवधि के पूरा होने के बाद जारी की जाएगी। 5 (Five) % to be recovered from running bills & final bill which shall be released after the completion of Defect liability period of 1 year after actual completion of work.
A.3.2	परफॉर्मन्स गारंटी Performance Guarantee	बोली की स्वीकृति पर निविदा मूल्य का 5 (पांच)%। प्रदर्शन गारंटी को बैंक गारंटी या डिमांड ड्राफ्ट या किसी अनुसूचित बैंक से सावधि जमा रसीद के रूप में प्रस्तुत किया जा सकता है, जिसे इस एनआईटी के पूर्ण दायरे/पूर्णता प्रमाण पत्र जारी करने के अनुसार काम पूरा होने के 60 दिनों के बाद वापस कर दिया जाएगा। 5 (Five) % of tendered value on acceptance of bid. The performance guarantee may be submitted in the form of bank guarantee OR demand draft OR fixed deposit receipt from a scheduled bank which shall be refunded after 60 days of completion of work as per complete scope of this NIT/issue of completion certificate whichever is later.
A.3.3	बोली की वैधता Bid Validity	निविदा खोलने की तिथि से 90 दिन 90 Days from the date of opening of tender
A.3.4	चयन की विधि Method of Selection	दो बोली प्रणाली. Two Bid System.

B. Guidelines for Online Bid Submission Through CPPP

- B.1** It is mandatory for all the applicants to have class II or III digital signature certification from licensed certifying agency like NIC, MTNL, e-mudra, TCS, safescrypt, GNFC etc.
- B.2** Detailed NIT can be viewed free of cost on IIM Indore website under the URL <http://www.iimidr.ac.in/tenders/> . Schedule of quantities (Financial bid form) can be downloaded only from <https://eprocure.gov.in/eprocure/app>. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.
- B.3** The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
- B.4** The applicant have to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents form the e-tendering portal <https://eprocure.gov.in/eprocure/app>.
- B.5** Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. IIM Indore will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
- B.6** Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.
- B.7** Information and Instructions for bidders posted on website shall form part of bid document.
- B.8** The bid document consisting of plans, specifications, various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.
- B.9** Those contractors / vendors not registered on the website mentioned above, are required to get registered beforehand. If needed the intending bidders may get acquainted with the process online from the www.eprocure.gov.in site itself.
- B.10** On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- B.11** Contractor can upload documents in the form of PDF format.
- B.12** The price bid format is provided in a spread sheet file like BoQ_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

- B.13** Contractor must ensure to quote rate based on the area of work. Therefore, if the cell is left blank and no rate is quoted by the bidder, he will be disqualified.
- B.14** The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
- B.15** Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website <https://eprocure.gov.in/eprocure/app> at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- B.16** If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- B.17** It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- B.18** The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- B.19** The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.
- B.20** The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

C. Other information and terms & conditions

- C.1** The bid submitted shall become invalid:
- If the bidder is found ineligible.
 - If any of the bidder put his quoted rates (as in financial bid document) in the envelope of Cover-I: Technical Bid.
 - If the documents submitted by the successful bidder does not match with the originals before the award of work.
- C.2** However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the bidder (to whom the work will be awarded) only within a week physically in the office of the “Chief Officer Engineering, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).
- C.3** IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE and their EMD/Performance Guarantee will be forfeited.
- C.4** The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- C.5** Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- C.6** The competent authority on behalf of the Director, IIM Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- C.7** *The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of technical bid.* If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIM Indore shall, without prejudice to any other right or remedy, be at liberty to suspend the bidder for two years.
- C.8** This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- The Notice Inviting Bid, all the documents including additional conditions, specifications, General Conditions of Contract and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Any other Standard C.P.W.D. Form /other forms as applicable/ mentioned.

C.9 TAXES: -

- i) The Contractor should get registered under GST and tax as applicable as per the extant order on the subject work shall be paid by the contractor to concerned department. Which will be reimbursed by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.
- ii) The quote should include the GST and inclusive of all other taxes applicable for the subject work.
- iii) Labour Welfare cess @ 1 % if applicable of gross value of work done shall be recovered from each bill paid to the contractor.
- iv) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
- v) Contractor should be registered under EPF and as per law, shall pay EPF of contract workers to concerned Department from time to time.
- vi) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.

C.10 The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by IIMI First regulation, manual for procurement of works from ministry of finance & department of expenditure of Govt. of India, relevant CPWD guidelines, manual, specifications / BIS / IS/ Other Central / State Govt. norms applicable for IIM Indore & as prescribed by the OEM and the decision in this regard will be guided by the decision of the competent authority of IIM Indore which shall be final and binding to the contractor.

C.11 Tender documents may be downloaded from IIM Indore's website/ CPPP e-Publishing portal free of cost.

C.12 Tenders and supporting documents should be uploaded through eprocurement portal i.e. CPPP only. Hard copy of the tender documents will not be accepted.

C.13 In the event of acceptance of a tender or as per the decision of the competent authority of IIM Indore, the documents submitted by the bidder/ successful bidder shall be verified with the originals before the award of work.

C.14 On acceptance of the tender, the tenderer has to furnish a bar chart showing work completion schedule and submit it along with the performance security guarantee.

C.15 The tenderer should not have been blacklisted or debarred by any Central/ State/ Autonomous/ Public Agency during last three financial years. In case blacklisted/ debarred bidder fills/ submits the bid/ being successful in bidding process awarded the job or during the execution of job the fact of being blacklisted/ debarred surfaced then the

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

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

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

One similar completed work in any central government department, PSUs, Autonomous bodies & reputed private firm, costing not less than the amount equal to 80% i.e. **Rs. 6,33,137/-** of the estimated cost put to tender.

OR

Two similar completed works in any central government department, PSUs, Autonomous bodies & reputed private firm each costing not less than the amount equal to 60% i.e. **Rs. 4,74,853/-** of the estimated cost put to tender.

OR

Three similar completed works in any central government department, PSUs, Autonomous bodies & reputed private firm each costing not less than the amount equal to 40% i.e. **Rs. 3,16,568/-** of estimated cost put to tender.

Similar work means: “Electrical & IT Network works”.

Note: The completion certificate issued from clients should indicate the date of commencement, period of completion- stipulated & actual, awarded cost & cost at completion, quality of work done, reason for delay (if any) etc.

2. **Solvency Certificate:** Valid solvency certificate of the amount equal to 40% of the Estimated Cost put to tender i.e. **Rs. 3,16,568/-** (Rupees Three Lakh Sixteen Thousand Five Hundred and Sixty-Eight Only) (scanned copy of original certificate to be uploaded) (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period).
3. **Turnover:** Average financial turnover should be at least 50% i.e. **Rs. 3,95,711/-** (Rupees Three Lakh Ninety-Five Thousand Seven Hundred and Eleven Only) of the estimated cost put to tender during last three consecutive financial years i.e. FY 2020-21, 2021-22, 2022-23 (scanned copy of original certificate from CA having UDIN Number to be uploaded).
4. **Profit/loss:** The bidder should not have incurred any loss (before tax) in more than two years during last five consecutive P&L accounts, duly audited & certified by Chartered Accountant.
5. **Certificates:** (scanned copy of original certificates to be uploaded)
 - 5.1 PAN (Permanent Account Number)
 - 5.2 GST (Goods & Service Tax) Registration Certificate (in Active status)
 - 5.3 E-payment details towards EMD.

E. List of Documents to be uploaded

While submitting bid, the following documents are to be uploaded:

For Cover-1:

- i) E-payment details towards EMD
- ii) NIT Document duly sign & sealed on each page to be scan and uploaded.
- iii) Certificates of Work Experience: Experience of having successfully completed works during the last 5 years ending previous day of last date of submission.
- iv) Copy of CA certificate having UDIN number for average financial turnover to be uploaded.
- v) Audited copy of profit & loss account.
- vi) Copy of Valid solvency certificate
- vii) PAN (Permanent Account Number)
- viii) GST (Goods and Services Tax) Registration Certificate
- ix) EPF registration certificate
- x) ESI registration certificate
- xi) Certification of Incorporation/ Registration of firm
- xii) Latest IT Return
- xiii) Power of Attorney for the person who will sign the agreement (if applicable)
- xiv) Undertaking/ letter of Transmittal as per the format given at Annexure-1
- xv) Bank Account details
- xvi) Declaration regarding pending cases (if any) of litigation, arbitration, debarment etc.

For Cover-2:

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

F. General Instructions to Tenderers

1. Scope of Work

The scope of work shall include the following.

- a. All works as detailed in Bill of Quantity and specifications complete as mentioned in the tender & as per the direction of Engineer-in-Charge.
- b. Any other work related to but not specifically mention above, required for completion of the job as per the intent and scope of work.
- c. The contractor shall get the samples of all the materials to be used, in the work, approved from Engineer-in-Charge before going for bulk procurement.

Important Note: The quoted rate should include the cost of required support/ ladders/ safety nets or any other arrangements for execution of the work at any height and no payment shall be made extra.

2. The Tenderer shall get acquainted with the location and carefully check the specifications and shall satisfy himself that the Item offered is complying with the IIM Indore's requirements and specifications laid down in the tender document or as per the direction of Engineer-in-Charge.

3. Defect Liability Period should be 1 year from the actual date of completion of work.

4. Inspection of Item at site

The IIM Indore's engineer and /or his representative shall inspect the item at site after delivery. The IIM's engineer and /or his representative shall have free and full access at any time during execution of the contract.

5. The IIM Indore's Engineer shall have the power-

- i) To reject the whole/part of the items/ materials/ equipment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- ii) To mark the rejected items / materials or parts with a rejection mark so that it may easily be identified if re-submitted.

6. Maintenance & Guarantee/ Warranty:

- a. During the Defect Liability Period (1 year from the actual date of completion), IIM Indore reserve the right to cross check the performance of the item with the minimum performance levels specified in the specifications.

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

- 1) RA Bills / Final bill to be paid when submitted along with supporting documents. Payment shall be made under actual measurement.
- 2) Contractor should get registered under GST and tax as applicable as per the extant order on the subject contract shall be paid by the contractor to concerned department which will be reimbursed/paid by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.
- 3) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
- 4) Any other taxes/cess as per government directives shall be deducted from bill paid to the contractor from time to time.
- 5) The performance guarantee shall be refunded to the contractor after 60 days of completion of the work/service and recording of the completion certificate as above.
- 6) Security Deposit will be released after completion of DLP period of 1 year after actual completion of work.
- 7) Payment to be made online to vendor's bank account. Vendor must give details of the bank account for online transaction of payment after Submission of Final bill duly certified by IIM to the institute representative.

Note:

- No advances shall be paid to the contractor.

H.	Safety Codes
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Relevant safety codes of the CPWD to the extent applicable to the IIM Indore. Decision in this regard will be governed by the competent authority of IIM Indore which shall be final and binding to the contractor.

I.	Fire Safety
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This will be as per the Fire Safety codes of the CPWD to the extent applicable to the IIM Indore. Decision in this regard will be governed by the competent authority of IIM Indore which shall be final and binding to the contractor.

J.	Integrity Pact
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INTEGRITY PACT

To,

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

Sub: NIT No. IIMI/Project/6/2024/158 File No. 505 for the work of “Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore”.

Dear Sir,

It is here by declared that IIM Indore is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours faithfully

Chief Officer Engineering

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2024
BETWEEN

The Director, IIM Indore represented through Chief Officer Engineering, 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 IIMI/Project/6/2024/158 File No. 505 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore” hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

(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 IIM Indore / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

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

(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 wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIM Indore interests.

(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:

K. Agreement

Format for Agreement

THIS AGREEMENT made at Indore on the ____ day of ____ 2024 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 "**Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore**" issued vide NIT No.: IIMI/Project/6/2024/158 File No. 505

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM INDORE to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown upon the said Drawings strictly in accordance with the specifications and Schedule of Quantities.

2. The said tender conditions, scope of work and the annexure-1 hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.
3. The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.
4. This contract is a Lump sum Contract, to be carried out and to be paid for according to the Schedule of Payments at the rates contained in the Schedule of Quantities.
5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer-In-charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
6. The IIM INDORE reserves to themselves the right of altering the drawings and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work as mentioned in LOI/ work order and shall complete the entire work within the stipulated time limit.
8. All payments by the IIM INDORE under this contract shall be made only at Indore.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in respect of IIM Indore and Director IIM Indore only shall have jurisdiction to determine the same.
10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of the Engineer-in-charge IIM INDORE.
11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM INDORE and the duplicate with the Contractor.
12. The Engineer-in-Charge may, without prejudice to his any other right or remedy against the contractor in respect of any delay, non-commencement, inferior workmanship, any claim for damages and/ or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing determine/ repudiate the contract.

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

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

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

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

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

L.	General Conditions of Contract
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This will be as per the General Conditions of Contract (GCC) of the CPWD to the extent applicable to the IIM Indore. Decision in this regard will be governed by the competent authority of IIM Indore which shall be final and binding to the contractor.

M. Proforma of Schedules

SCHEDULE "A"

Schedule of quantities - as per Financial Bid.

SCHEDULE "B"

Schedule of materials to be issued to the contractor. - Deleted.

SCHEDULE "C"

Tools and plants to be hired to the contractor - Deleted.

SCHEDULE "D"

Extra schedule for specific requirements/document for the work, if any. - To be intimated later if required.

SCHEDULE "E"

Reference to General Conditions of contract laid down in the tender document.

Name of Work	"Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore".
Estimated Cost Put to Tender (Including Goods & Service Tax)	Rs. 7,91,421/- (Incl. GST) (Rupees Seven Lakhs Ninety One Thousand Four Hundred & Twenty One only).
EMD Amount	Rs. 15,828/- (Rs. Fifteen Thousand Eight Hundred and Twenty-Eight Only) by e-payment through electronic mode (NEFT/ RTGS).
Performance Guarantee	5 (Five) % of Awarded value
Security Deposit	5 (Five) % of RA Bills & Final Bill Value.

SCHEDULE "F"

General Rules & Directions

- Officer inviting tender: The Chief Officer Engineering, IIM Indore on behalf of the Director, IIM Indore

Definitions:

2(v)	Engineer-in-Charge	Chief Officer Engineering, IIM Indore
2(viii)	Accepting Authority	Director, IIM Indore

2(x)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2(xi)	Standard Schedule of Rates	DSR 2022 & Market Rate.
2(xii)	Department	Project Department, IIM Indore
9(ii)	Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected	Upto date.

Clause 1

i. Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance: **7 Days**

ii. Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above : **15 days**

Clause 2

- i. Authority for fixing compensation under clause 2. : Director, IIM Indore
- ii. Compensation for delay of work : 2% (two Percent) per month of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Awarded Value of work or of the Awarded Value of the item or group of items of work for which a separate period of completion is originally given.

Clause 2A

Whether Clause 2A shall be applicable: **No.**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start: **As per LOI cum LOC / WO.**

Total time allowed for completion of work: 30 (Thirty) Days.

Authority to decide:

- (i) Extension of time : Director, IIM Indore
- (ii) Shifting of date of start in case of delay in handing over of site

: Chief Officer Engineering, IIM Indore

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment: **As per tender.**

Clause 10A

List of testing equipment to be provided by the contractor at site lab- **Deleted.**

Clause 10 C - Deleted.

Clause 10 CC - Deleted.

Clause 11

Specifications to be followed for execution of work:

Relevant BIS code, CPWD Specifications with up-to-date correction slips and OEMs specifications as applicable and or as per the direction of Engineer-in-Charge.

Clause 12 - Deleted

Clause 16

Competent Authority for Deciding reduced rates : Chief Officer Engineering, IIM Indore.

Clause 25

Resolution of Disputes and Disagreements

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

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

N. Special Conditions of Contract

1. The contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him
 - (a) On account of suspension of work or abandoned after award of work.
2. On account of security consideration, some restrictions may be imposed by the security staff on the movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
3. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
4. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation and thereafter till the works are physically handed over to the department.
5. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favouring the Director, Indian Institute of Management Indore. Nothing extra on this account shall be payable to the contractor for maintaining such insurance Policy.
6. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
7. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
8. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
9. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.

10. In order to achieve the targeted date of completion the contractor may have to work on public and gazetted holidays and nothing extra shall be paid on this account.
11. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.
12. Proforma of Registers to be as per standard CPWD formats.
13. Stamp Duty:
 - a. Stamp (wherever mentioned in the tender/ not mentioned but required legally), stamp duty will generally be following the Indian Stamp Act, 1899 (as applicable to Madhya Pradesh).
 - b. For the contract, the stamp duty shall be as per the Indian Stamp Act, 1899 (as applicable to Madhya Pradesh). Any revision, if made by the govt. will be applicable at the time of execution of the agreements.
 - c. The cost w.r.t. stamp duty will solely be with the bidder i.e. cost to be borne by successful bidder.
14. Inview of Covid-19, there are some entry restrictions/ rules which you have to follow while entering into campus/ during work
 - i) All your representatives must carry the respective IDs.
 - ii) Any of your representatives should not contact any of the residents.
 - iii) The representative coming will have to undergo thermal screening at the gate.
 - iv) Any of the person with fever, cold, cough & throat pain shall not be allowed.
 - v) The representatives must wear masks & gloves all the time, as without mask & gloves they will not be allowed.
 - vi) The representative must carry drinking water and food, as no facility will be available here.
 - vii) All your representatives to maintain social distancing.
 - viii) Aarogya Setu app should be installed in the representative's mobile phones.
 - ix) Spitting/chewing pan/gutka in any place on the campus is strictly prohibited.
 - x) Your representative coming for entering the premises be advised to show patience as the measures will slow down the entry/exit procedure.
 - xi) People coming for the referred job must be confined to their site only, as they are not allowed to move other than the designated site in the campus.
 - xii) All the representatives/ workers are entering into campus should carry their vaccination certificate.

Note: No one from any containment zone will be permitted to campus.

O. Formats for Different Forms/Certificates

Annexure-1

Letter of Transmittal

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

Sub: Submission of bid for the work of **"Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore"** Vide NIT No. IIMI/Project/6/2024/158 File No. 505

Sir,

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

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

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

Annexure-2

Format of Bank Guarantee Bank Guarantee for Performance Security

(On letter head of the Owner with adhesive stamp / non-judicial stamp paper of appropriate value at the time of issue of Bank Guarantee)

THIS DEED OF GUARANTEE made on _____ day of _____ 2024, between [Name of Bank], having Registered Office at [Address], (hereinafter called the “Bank” which expression shall unless repugnant to the context and meaning thereof include its successors) in favor of **Indian Institute of Management Indore having its office at Prabandh Shikhar, Rau-Pithampur Road, Indore- 453556 (M.P.)** (hereinafter called “Owner” which expression shall unless repugnant to the context and meaning thereof include its successors and assigns).

WHEREAS (IIMI) Indian Institute of Management Indore has issued a Letter of Acceptance / Letter of Intent No..... dated _____ to _____ having its Corporate office at _____ (hereinafter called the “Contractor”) which constitute a binding Contract (hereinafter called “Contract Agreement”) for carrying out the **“Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore”** based upon the Tender submitted by the Contractor and agreed between Client and Contractor and subject to the terms therein contained. The work to be carried out by Contractor shall be supervised and implemented by M/s _____. (hereinafter called “Contractor/Bidder”)

AND WHEREAS in accordance with the terms and conditions of the contract agreement, the Contractor has agreed to furnish a Bank Guarantee to Owner in the form of acceptable to performance guarantee for a sum of Rs. _____ (Rupees _____ Only) to ensure timely and satisfactory performance by the Contractor of its obligation under the Contract Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish this irrevocable and unconditional guarantee in favour of Owner to secure performance by the Contractor of its obligations under the Contract Agreement on the terms and conditions herein contained.

NOW THIS DEED WITHNESSTH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of the Contractor to be performed observed or complied with under the Contract Agreement in accordance with the terms thereof and in the event of any non-performance and non-compliance of the same for any reason, the Bank shall absolutely irrevocably and unconditionally without any demur right of set off or counter claim, forthwith upon written demand by Owner and without demur or protest and without reference to the Contractor pay to Owner a sum not exceeding

Rs. _____ (Rupees _____ only). A demand so made by _____ shall be final and binding on the Bank.

2. The Bank's liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only).
3. The decision of Owner for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor, to be observed performed or complied with under the Contract Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank, under what so ever circumstances.
4. Any demand for payment under this Guarantee shall be made on the Bank by Owner in writing at [Bank Address] and shall be deemed to have been sufficiently made by Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms upto _____ or unless extended on written demand by IIM Indore until the due performance, observance and compliance by the Contractor of all the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with under the Contract Agreement, the completion of the Defects Liability Period and issue of the Certificate of Final Completion by Owner in accordance with the Contract Agreement.
6. As between the Bank and Owner (but without affecting the Contractors' obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
 - a. Any time, indulgence, waiver or consent at any time given by Owner to the Contractor.
 - b. Any amendment to the Contract Agreement,
 - c. The making or the absence of any demand by Owner on the Contractor or any other person for payment.
 - d. The enforcement or absence of enforcement of the Contract Agreement or of any security or other defect in any provision of the Contract Agreement or of any of the Contractors obligations there under;
 - e. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative Receiver of the Contractor.
7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank/ Owner or by any merger, or amalgamation or reconstruction of the Bank / Owner but shall be enforceable against the merged, amalgamated or reconstruction body.
8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, set offs, counter claims recoupments, reductions, limitations and impairments, whatsoever.

9. Owner shall be at liberty to vary and alter or modify any of the terms and conditions of the Contract Agreement including without limitation to extend from time to time the time for the performance of the Contract Agreement by the Contractor or to postpone from time to time any of the powers exercisable by owner against the Contractor, to forbear or to enforce any of the terms and conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
10. The Bank waives any right to require/ proceeding first against the Contractor or the realization first of any other security or other guarantee, if any.
11. The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner.
12. The bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any defects therein or in its execution shall not be a plea for non-payment or performance of its obligation.
13. This guarantee shall be Governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Indore.
14. Any forbearance or indulgence on the part of Owner in the enforcement of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with by the Contractor under the contract agreement shall in no way relieve the Bank of its liability under the Guarantee.
15. Terms and expression defined in the contract agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.
16. Notwithstanding anything contained hereinabove;
 - a. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupee _____)
 - b. This bank guarantee shall be valid upto _____ or and
 - c. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ (1 year after the expiry date of the BG) or as provided in clause 5 failing which our liability under this bank guarantee will automatically cease.
 - d. This bank guarantee is not assignable and not transferable to third party.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and behalf)
Of the Bank by it's duly authorized)
Representative)
In the presence of)

P.	Technical Specifications & Approved Makes
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General

The specifications of the items will be guided by the respective specifications (if not truly matching then similar item) laid down in the CPWD specification in case of items relates to the DSR item & For Non-DSR items it will be guided by the item description along with the direction of Engineer-in-charge. Institute reserves the right to specify the makes in order to ensure best quality material in the interest of the work & institute.

Electrical & IT works

GENERAL

The electrical Installation works shall be carried out in accordance with relevant Indian Standard Code of Practice for Electrical Installation. Electrical Installation work shall also be in conformity with National Electrical Code with up to date amendments. All electrical work shall be carried out in accordance with the provision of Indian electricity Act 1910 & Indian Electricity Rules 1956 amended up to date. The work shall also conform to Indian Standard Code of Practice for the type of work involved. It shall also be in conformity with regulations and requirements of the local electricity Supply Authority and Fire insurance regulations so far as these become applicable to the installation. Electrical work shall be carried out as per following CPWD general Specifications for Electrical works.

Part I - Internal Work - 2013 (amended up to date)

LIST OF APPROVED MAKES

Sl. No.	Component	Approved Make
1	Power Cable, Control Cable & Wire	KEI/Finolex/RR Kabel/Havells/polycab
2	PVC pipes and accessories	Precision/Avonplast/AKG/Modi/Polycab
3	Cable lugs	Dowells/ Jainson / Comet
4	Cable glands	Dowells/ Jainson / Comet
5	Telephone Wire/Cables	Finolex/Polycab/D-link/Havells/Molex
6	Data Cable	D-link/Polycab/Finolex/Havells/Molex
7	UPS	Emerson/APC/Delta/elnova or equiv.
8	Network switch	Cisco
9	24 Port IO Panel	D-link/Molex/Avaya

Note: Above all the makes are suggestive, Engineer-in-Charge may select the make for approval.

Q.	FINANCIAL BID				
Financial Bid					
Name of Work: - "Additional Electrical & IT network works related to prefabricated hostel rooms for boys & girls at IIM Indore".					
Tender No. - IIMI/Project/6/2024/158 File No. 505					
Name of the Firm					
Address of the Firm					
Phone/Mobile no.					
E-Mail ID					
Sl. No.	Description	Unit	Qty	Unit Rate (Rs.) Incl. GST	Amount in Rs.
1	Supply of 3.5 Core 35 Sqmm size of 1.1 KV grade mult-core XLPE Armoured Aluminium Conductor Power cable conforming to IS 7098 (Part-1) / IS 1554 (Part -1) with upto date amendments as required.	Metre	80		
	Cable Laying:				
2	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size in the existing masonry open duct as required.				
2.1	Upto 35 sq. mm	Metre	20		
3	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required.				
3.1	Upto 35 sq. mm (clamped with 1mm thick saddle)	Metre	40		
4	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on cable tray as required.				
4.1	Upto 35 sq. mm (clamped with 1mm thick saddle)	Metre	20		
5	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required.				
5.1	Upto 35 sq. mm	Metre	80		

6	19 U Rack with Cable manager, Tray 6 Socket PDU, Ex-Fans etc. four Sides openable door plus front site glass door and locking system as required (Make-Valrack /Comrack/legrand or Eqv.)	Each	2		
7	24 port IO panel fully loaded Cat6 as required. (Make- D-link, Molex, Avaya).	Each	4		
8	Making indoor type LAN OFC cable end termination of 6 core Optical Fiber Cable as required	Each	6		
9	Supply, Installation, Testing and commissioning of 48 Port Network Switch complete as required. Make: Cisco	Each	2		
10	Supply and laying of fiber Cable complete as required.	Metre	300		
11	Supply, Installation, Testing and commissioning of Fiber Module complete as required. (Make-Cisco)	Each	4		
12	Supply, Installation, Testing and commissioning of Fiber Patch Cord, 3Mtr complete as required.	Each	4		
13	Supply, Installation, Testing and commissioning of CAT6 Patch Cord, 1 Mtr complete as required.	Each	60		
14	Supply, installation testing, commissioning of 1 kva (Single Phase) ON-LINE Smart UPS System along with sealed lead acid batteries (Maintenance free) suitable for 30 minnuts backup facility on full load with racks & connectors (including suitable size copper cable connection between ups ,battery bank and input power of UPS complete with battery rack required One year warranty for ups & two years for battery.	Each	2		
15	Supply, Installation, Testing and Commissioning of LIU Fibre Patch Panel complete as required. (Make- D-link).	Each	4		
	Total Amount in Rs. (Incl. GST)				
	Total Amount in words in Rs. (Incl. GST)				

Note:

1. The Financial Bid is to be filled through e-procurement portal namely CPPP through <https://eprocure.gov.in/eprocure/app>
2. Any other mode of bid submission will not be accepted.

Sd/-

Tender Inviting Authority