



भारतीय प्रबंध संस्थान इंदौर

INDIAN INSTITUTE OF MANAGEMENT INDORE

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

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E-Tender Notice No.
IIMI/Project/11/2019/79 File No. 421

TECHNO COMMERCIAL PROPOSAL

Name of Work: “External Painting & associated maintenance work of Learning Centre Building at IIM Indore.”

Certified that the NIT Document contains 41 pages serially numbered from 1 to 41

INDIAN INSTITUTE OF MANAGEMENT INDORE

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भारतीय प्रबंध संस्थान इन्दौर

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

INDIAN INSTITUTE OF MANAGEMENT INDORE

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

Dated: May 03, 2019

NOTICE INVITING E-TENDER

Ref: E-Tender Notice No. IIMI/Project/11/2019/79 File No. 421

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

A. Schedule of Important Events / Activities

A.1 Information Related to Bid

A.1.1	NIT No. : IIMI/Project/11/2019/79 File No. 421	
A.1.2	Name of Work	“External Painting & associated maintenance work of Learning Centre Building at IIM Indore.”
A.1.3	Estimated Cost Put to Tender (Including Goods & Service Tax)	Rs. 14,10,587 /- (Fourteen Lakh Ten Thousand Five Hundred Eighty Seven Only)
A.1.4	Earnest Money Deposit (Rs.)	Rs. 28,212 /- (Rs. Twenty Eight Thousand Two Hundred Twelve Only) by e-payment through electronic mode (If exemption claimed, the bidder has to submit online respective document issued by Government of India)
A.1.5	Tender Processing Fee (Rs.)	Rs. 500/- by e-payment through electronic mode (Non-Refundable)
A.1.6	Completion period	30 Days
A.1.7	Mode of submission of tender	On-Line mode only

A.2 Key Events and Dates

A.2.1	Publishing Date	May 03, 2019
A.2.2	Pre-Bid Meeting	3:00 PM on May 15, 2019 (Address: Conference Room, 2 nd Floor Administrative Block, IIM Indore)
A.2.3	Last date and time of closing of uploading/online submission of tender including scanned copy of EMD and tender Processing Fee details/receipts and other documents as specified	<u>Upto 3:00 PM on May 23 2019</u>
A.2.4	Date & Time of online opening of technical bid	03:30 PM on May 24, 2019
A.2.5	Date and Time of opening of financial bid of qualified bidders	Will be notified at a later date

A.3 Other Important Information Related to Bid

A.3.1	Security Deposit	2.5% of tendered value to be recovered from running bills
A.3.2	Performance Guarantee	5 (FIVE) % of tendered value on acceptance of bid
A.3.3	Mode of payment of Tender Processing Fee and EMD	<p>Bidders will have to deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:</p> <p>Name of beneficiary :Indian Institute of Management Indore Address :Rau-Pithampur Road,Indore-453556,M.P. <u>Account No. :53018623445</u> Name of the Bank :State Bank of India Address of the bank :IIM Indore Campus IFSC Code :SBIN0030525</p> <p>Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.</p>
A.3.4	Bid Validity	90 Days from the date of opening of Technical Bid

B. Guidelines for e-Tendering

- 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 etendering portal <https://eprocure.gov.in/eprocure/app>.
- B.5** Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. IIM Indore will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
- B.6** Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.
- B.7** Information and Instructions for bidders posted on website shall form part of bid document.
- B.8** The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.
- B.9** Those contractors / vendors not registered on the website mentioned above, are required to get registered beforehand. If needed the intending bidders may get acquainted with the process online from the www.eprocure.gov.in site itself.
- B.10** On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- B.11** Contractor can upload documents in the form of JPG format and PDF format.
- B.12** The price bid format is provided in a spread sheet file like BoQ_price bid.xls, the rates offered should be entered in the allotted space only and

uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

- B.13** Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
- 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 and e-tender processing fee shall not be refunded if:
- If the bidder is found ineligible.
 - If the documents submitted by the successful bidder does not match with the originals before the award of work.
- C.2 However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only within a week physically in the office of the “ Chief Engineer, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).
- C.3 Certificate of financial turn over: At the time of submission of bid, contractor may upload Undertaking / certificate from CA mentioning Financial Turnover of last Year or for the period as specified in the bid document.
- C.4 IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE.
- C.5 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.6 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.7 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.8 *The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial 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 forfeit 100% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- C.9 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.10 Mode of payment of Tender Processing Fee and EMD: Bidders may deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:

Name of beneficiary : Indian Institute of Management Indore
 Address : Rau-Pithampur Road, Indore -453556, M.P.
 Account No. : 53018623445
 Name of the Bank : State Bank of India
 Address of the bank : IIM Indore Campus
 IFSC Code : SBIN0030525

Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.

C.12 TAXES: -

- i) 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. The quote should include the GST and all other taxes applicable for the subject work. If the concern department of government of India changes the GST slab for the works contract then the same will have the implication on the GST reimbursement & it will be guided by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.
- ii) Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.
- iii) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
- iv) Contractor should be registered under EPF and as per law, shall pay EPF of contract workers to concerned Department from time to time.
- v) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time.

- C.13** For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120 4001002, 91 8826246593 or 0731-2439620/ 0731-2439447 or send a mail over to cppnic@nic.in
- C.14** The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by 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 respective authority of IIM Indore which shall be final and binding to the contractor.
- C.15** Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled / registered in e-procurement should enroll /register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
- C.16** Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- C.17** Tenders and supporting documents should be uploaded through eprocurement. Hard copy of the tender documents will not be accepted.
- C.18** In the event of acceptance of a tender, the documents submitted by the successful bidder shall be verified with the originals before the award of work.
- C.19** 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.20** The tenderer should not have been blacklisted or debarred by any Central/ State / Public Agency from carrying out similar business during last three financial years.
- C.21** Government circulars / guidelines related to MSME and PPP MII will be applicable to this tender. Margin of purchase preference and other norms / regulations, if applicable to be guided by the decision of the competent Authority of IIM Indore.

D. Bidder Qualification Criteria

Contractors who fulfil the following requirements shall ONLY be qualified for financial bid opening:

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

1.1 Civil Work

Three similar works, each of value not less than Rs. 5,64,235 /-,

OR

Two similar works, each of value not less than Rs. 8,46,352 /-,

OR

One similar work of value not less than Rs. 11,28,470 /-

All amounts rounded off to a convenient full figure.

Note: Similar work shall mean Civil & Building work which includes painting work.

Important Note:

- a. 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 etc.
2. **Annual Financial Turnover:** Should have had annual financial turnover at least 100% of the estimated cost put to tender during the last three years from the overall business ending March 31, 2018.
3. **Technical Staff:** List of Painting Supervisory staff to be uploaded.
4. **Certificates:** (scanned copy of original certificates to be uploaded)
 - 4.1 Certification of Incorporation/ Registration of firm
 - 4.2 IT returns for the FY 15-16, 16-17, 17-18
 - 4.3 PAN (Permanent Account Number)
 - 4.4 GST (Goods & Service Tax) Registration Certificate
 - 4.5 E-payment details towards cost of tender processing fee & EMD.

E. List of Documents to be scanned and uploaded

While submitting bid, the Scanned copies of the following original certificates are to be uploaded:

- i) Certificates of Work Experience: Completion Certificates issued by officer of the Department not below the rank of an Executive Engineer in case of PSUs/Government and any senior officer if the work done in a private enterprises.
- ii) CA certificate for annual financial turnover of FY 15-16, 16-17, 17-18.
- iii) Technical staff detail
- iv) Certification of Registration of firm / company
- v) IT returns for the FY 15-16, 16-17, 17-18.
- vi) PAN (Permanent Account Number)
- vii) GST (Goods and Services Tax) Registration Certificate
- viii) E-payment details towards cost of tender processing fee and EMD
- ix) EPF/ESI registration certificates
- x) Aadhar card copy of the authorized officer of the company/firm who will be signing agreement etc.
- xi) Undertaking having gone through the documents as per the Annexure-1.
- xii) Bank Account Detail.
- xiii) Any other document that bidder felt necessary in support of his candidature.
- xiv) Schedule of Price Bid in the form of BoQ.xls

F. General Instructions to Tenderers

1. Scope of Work

The scope of work shall include the following.

- a. As detailed in Bill of Quantity and specifications complete as required and
- 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.

2. The Tenderer shall get acquainted with the location of the sites and carefully check the specifications and shall satisfy himself that the material / items 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. Inspection of materials/work at site

The IIM Indore's engineer and /or his representative shall inspect the materials at site after delivery before the same is used in the work. The IIM's engineer and /or his representative shall have free and full access at any time during execution of the contract to the contractor's works or site. In case of execution of work for the aforesaid purpose, and IIM's engineer may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the IIM Indore's Engineer.

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

- i) To reject the whole/part of the items & materials 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.

5. Maintenance & guarantee/warranty of the system:

- a. The rate quoted should be inclusive of charges of all the accessories including supply of the materials at earmarked / specified locations including maintenance during Defect Liability Period of 01 (ONE) year.
- b. During the Defect Liability Period of ONE year, IIM Indore reserve the right to cross check the performance of any item / material with the minimum performance levels specified in the specifications.

6. Any damage of the existing structure, building etc. made by the successful bidder during execution of this work shall be made good as it was at his own cost & risk.

G. Terms of Payment and Mile stone(s)

1. Terms of Payment for the work

The following terms of payment shall be applicable. No variation in the terms of payment will be acceptable. Further, as per Indian laws, income tax, any other tax as applicable shall be deducted at source from the bills and a certificate for the same will be issued to the contractor.

Release of payment:

Payment shall be made by IIM Indore to the contractor only after achieving payment milestone for which the following are necessary conditions:

Sl. No.	Description of Milestone (Physical)	Time Allowed (<u>from date of reckoning start</u>)	Amount to be with held in case of non-achievement of milestone
1	Completion of work/ Final Closure of Contract “External Painting & associated maintenance work of Learning Centre Building at IIM Indore”.	30 Days	Final Bill may be raised after completion of awarded work.

2. Mile stone as per given below:-

The successful contractor shall complete the work in allotted time period.

Sl. No.	Description of Milestone (Physical)	Time Allowed (<u>from date of reckoning start</u>)	Amount to be with held in case of non-achievement of milestone
3	Completion of work/ Final Closure of Contract “External Painting & associated maintenance work of Learning Centre Building at IIM Indore”.	30 Days	Compensation for delay will be applied as per Clause 2 (ii) of Proforma of Schedules

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

Security deposit:

- a. A sum @ 2.5% of the gross amount will be deducted from *final bill* of the contractor. Such deductions will be made unless the contractor has deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts.

This is in addition to the performance guarantee that the contractor is required to deposit as per clause mentioned in the tender document.

- b. The security Deposit shall be refunded to the contractor after the completion of defect liability period of 01 (ONE) year and due compliance as is prescribed in GCC of CPWD.

Performance Guarantee:

The contractor whose bid is accepted will be required to furnish performance guarantee of 5 % (FIVE Percent) of the bid amount within Ten days of issue of LOI and should be in favour of „Indian Institute of Management Indore“. This guarantee may be in the form of Banker's cheque of any public sector bank/Demand Draft of any public sector bank/ Fixed Deposit Receipts or Guarantee Bonds of any public sector bank or the State Bank of India in accordance with the prescribed format. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

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

**Form of Performance Security (Guarantee) Bank Guarantee
Bond**

In consideration of the Director, IIM Indore (hereinafter called “The IIM Indore”) having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called “the said Contractor(s)”) for the work..... (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the IIM Indore an amount not exceeding Rs. (Rupees..... Only) on demand by the IIM Indore.

2. 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 IIM Indore 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)

3. We, the said bank further undertake to pay the IIM Indore 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.

4. 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 IIM Indore 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 IIM Indore 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.

5. We, (indicate the name of the Bank) further agree with the IIM Indore that the IIM Indore 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 IIM Indore 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 IIM Indore or any indulgence by the IIM Indore to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

8. This guarantee shall be valid up tounless extended on demand by the IIM Indore. 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).

I. Safety Codes

This will be as per the 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. Fire Safety

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.

K.

Integrity Pact

INTEGRITY PACT

To,

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

Sub: NIT No. IIMI/Project/11/2019/79 File No. 421 for the work of “NIT for External Painting & associated maintenance work of Learning Centre Building 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 Engineer

Letter of Transmittal

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

Sub: NIT No. IIMI/Project/11/2019/79 File No. 421 for the work of “NIT for External Painting & associated maintenance work of Learning Centre Building at IIM Indore.”

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2019
BETWEEN

The Director, IIM Indore represented through Chief Engineer, IIM Indore, (Hereinafter referred as the IIM Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
..... (Name and Address of the Individual/ firm/ Company)

Through
(Hereinafter referred to as the (Details of duly authorized signatory) “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender IIMI/Project/11/2019/79 File No. 421 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “External Painting & associated maintenance work of Learning Centre Building 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 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 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:

L. Agreement

Format for Agreement

THIS AGREEMENT against NIT No. IIMI/Project/11/2019/79 File No. 421 for a work value of Rs. _____, made at Indore on the _____ day of _____ 2019 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 will remain valid for a period from _____ to _____.

WHEREAS

The IIM INDORE is desirous of carrying out the work of **“External Painting & associated maintenance work of Learning Centre Building at IIM Indore”**.

The Works are to be executed as per the schedules mentioned in tender document drawings and specifications describing the works to be done.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and Sanitary arrangements for workers, Specifications, Preambles and Schedule of Quantities and installation schedule (all of which are hereinafter collectively referred to as the „said tender conditions“) and strictly in accordance with the Scope of work & technical specifications 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 specifications, drawings & other conditions and strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexures hereto shall be read and considered as forming part of this contract and the parties hereto

shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.

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

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

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

Signature:
Name:
Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

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

Signature:
Name:
Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

M. General Conditions of Contract

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.

N. 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	External Painting & associated maintenance work of Learning Centre Building at IIM Indore.
Estimated Cost Put to Tender (Including Goods & Service Tax)	Rs. 14,10,587 /- (Fourteen Lakh Ten Thousand Five Hundred Eighty Seven Only)
Earnest Money Deposit (Rs.)	Rs. 28,212 /- (Rs. Twenty Eight Thousand Two Hundred Twelve Only) by e-payment through electronic mode
Performance Guarantee	5 (FIVE) % of tendered value
Security Deposit	2.5% of tendered value

SCHEDULE “F”

General Rules & Directions

- Officer inviting tender : The Chief Engineer, IIM Indore on behalf of the Director IIM Indore
- Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. : 50 %

Definitions:

2(v)	Engineer-in-Charge	Chief Engineer, 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	CPWD DSR 2018
2(xii)	Department	Project Department, IIM Indore
9(ii)	Standard CPWD contract Form GCC 2014, 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 : **7 days**

Clause 2

- i. Authority for fixing compensation under clause 2. : Director, IIM Indore
- ii. Compensation for delay of work : 1.5 % 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 Tendered Value of work or of the Tendered 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 : **3 Days or date of work order whichever is earlier.** Mile stone(s) as per table given below:-

Sl. No.	Description of Milestone (Physical)	Time Allowed (<u>from date of reckoning start</u>)	Amount to be with held in case of non-achievement of milestone
3	Completion of work/ Final Closure of Contract “External Painting & associated maintenance work of Learning Centre Building at IIM Indore”.	30 Days	Compensation for delay will be applied as per Clause 2 (ii) of Proforma of Schedules

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

Authority to decide:

- (i) Extension of time : Director, IIM Indore
- (ii) Re-scheduling of mile stones : Chief Engineer, IIM Indore
- (iii) Shifting of date of start in case of delay in handing over of site : Chief Engineer, IIM Indore

Clause 6, 6A

Clause applicable - (6 or 6A) : **6 A**

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 : **Deleted**

Clause 10A

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

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable : **Deleted**

Clause 10 C - **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 as per the direction of Engineer-in-Charge.

Clause 12

Type of work: **“External Painting & associated maintenance work of Learning Centre Building at IIM Indore.”**

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for work : 50%

Clause 16

Competent Authority for Deciding reduced rates : Director IIM Indore.

Clause 25

Constitution of Dispute Redressal Committee (DRC) : Construction Committee of IIM Indore.

O. Special Conditions of Contract

1. The tenderer shall acquaint himself with the proposed site of work.
2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, 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 and revision in the rates quoted by him.
 - (a) On account of delay in commencing the work by the contractor.
 - (b) On account of reduction in the scope of work.
 - (c) On account of suspension of work or abandoned after award of work.
3. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account. The contractor shall make his own arrangement for water suitable for construction.
4. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.
12. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.
13. The contractor shall submit to the Engineer-in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
14. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor.
15. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect representative and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.
16. In order to ensure quality of work during its execution, the Engineer-in-charge representative may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
17. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge/ Architect. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge/ Architect, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However cement/steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications and will not be used till test certificates are obtained and approved by Engineer-in-Charge/ Architect.
18. The contractor shall supply free of charge the material required for testing. The cost of tests shall be borne by the contractor.

19. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated are for guidance only) The figures in the drawings shall be followed.
20. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
21. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
22. The rate shall be inclusive of making design, pattern and execution of work as per Architectural and structural drawings, at all levels and heights.
23. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish.
24. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.
25. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
26. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
27. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and firefighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge.
28. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Engineer-in-Charge.
29. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
30. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer-in-Charge and Architect before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval

from the Engineer-in-charge. Any delay in getting the samples approved shall be contractor's responsibility.

31. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge and Architect.
32. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors. The TDS and Contract Tax or any other statutory levels/taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
33. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard.
34. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.
 - (a) For any clarification/ doubt, the Institute may organize regular meetings with Contractor. The contractor shall attend such meetings invariably as and when required.
 - (b) In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction programme, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.
 - (c) Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matters causing the differences will give their decision which shall be final and binding on the contractor.
35. The contractor shall be provided adequate storage/ office space for his use. The space has to be maintained/ constructed by the contractor as per his usage requirements.
36. All spaces allotted to the contractor as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in-charge, unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.
37. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.
38. The contractor will arrange to erect, at his own cost, barbed wire or other appropriate fence around the infrastructure site, with entry/exit gates at

suitable points. The contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men. Materials and equipment within the sites and in relation to other contractors who will also be allotted spaces at above sites.

39. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor.
40. The site of work shall have required equipments for various tests at site by the contractor at his own cost and nothing extra shall be payable on this account.
41. The quantities indicated are for guidance only however it may vary to any extent and the contractor should not have any financial or other implications for such variations. The owner reserves to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.
42. Any item which is not available in the BOQ shall be paid as per DSR 2018 rates. If it is not available in BOQ & DSR 2018 then extra item shall be worked out as actual cost of the materials and actual cost of the labour plus 15% as overhead and profit. The decision of Engineer-in-charge will be conclusive and final binding on the contractor.
43. The contractor shall take photographs of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to IIM for which no extra payment will be made.
44. If required and directed by Engineer-In-Charge, contractor shall arrange visits of his personnel comprising of Engineer-In-Charges to various places/ plants in or out side Indore to check and verify the quality of material at manufacturer's places. No extra cost shall be given for this to contractor.
45. Government circulars / guidelines related to MSME and PPP MII will be applicable to this tender. Margin of purchase preference and other norms / regulations, if applicable to be guided by the decision of the competent Authority of IIM Indore.
46. Proforma of Registers to be as per standard CPWD formats.

P. Technical Specifications & Approved Makes

PARTICULAR SPECIFICATION FOR CIVILWORK

Civil works; 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.

LIST OF APPROVED MAKE / MATERIALS IN ORDER OF CIVIL

S.No	Material	Manufacturer/Brand Name
2	Syntactic Enamel Paint	Asian / Dulux / Burger or equivalent
3	Weather Shield Paint, Sealer, Paint & Primer etc.	Asian / Dulux / Burger or equivalent
4	All other materials	As approved by the Engineer-in-Charge

Q.	Formats for Different Forms/Certificates
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Annexure-1

Undertaking having gone through the documents as per the Technical bid

Sub.: Tender for “External Painting & associated maintenance work of Learning Centre Building at IIM Indore.”

NIT No.:- IIMI/Project/11/2019/79 File No. 421

Dated: /...../2019

To,

The Chief Engineer,
Indian Institute of Management
Prabandh Shikhar, Rau-Pithampur Road,
Rau, Indore-453556

Dear Sir,

We have carefully examined the specifications, design and schedule of quantities relating to the work specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, General Conditions of Contract, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

(Duly authorized signatory of the Bidder)

Memorandum

A.1.1	NIT NO. : IIMI/Project/11/2019/79 File No. 421	
A.1.2	Name of Work	“External Painting & associated maintenance work of Learning Centre Building at IIM Indore.”
A.1.3	Estimated Cost Put to Tender (Including Goods & Service Tax)	Rs. 14,10,587 /- (Fourteen Lakh Ten Thousand Five Hundred Eighty Seven Only)
A.1.4	Earnest Money Deposit (Rs.)	Rs. 28,212 /- (Rs. Twenty Eight Thousand Two Hundred Twelve Only) by e-payment through electronic mode
A.1.5	Tender Processing Fee (Rs.)	Rs. 500/- by e-payment through electronic mode (Non-Refundable)
A.1.6	Completion period	30 (Thirty) Days
A.1.7	Mode of submission of tender	On-Line mode only
A.1.8	Performance Guarantee	5 (FIVE) % of tendered value on acceptance of bid

2. We also agree that our tender will remain **valid for acceptance by the IIM Indore for 90 days** from the date of opening of financial bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the IIM Indore and us in writing. We also agree to keep the **Bank Guarantee towards earnest money** valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.

3. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.

4. We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

Dated this _____ day of _____ 2019.

For and on behalf of M/s _____

(Signature with seal)

Name

Designation

Place

R.	FINANCIAL BID
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FINANCIAL BID

Name of Work: External Painting & associated maintenance work of Learning Centre Building at IIM Indore.

NIT No. : IIMI/Project/11/2019/79 File No. 421

The Financial Bid is available on the e-procurement website <https://eprocure.gov.in/eprocure/app>