

सिद्धिमूलं प्रबन्धनम्
भा. प्र. सं. इन्दौर
IIM INDORE

भारतीय प्रबंध संस्थान इंदौर

INDIAN INSTITUTE OF MANAGEMENT INDORE

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

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Tender Notice No. IIMI/Project/15/2019/83

REQUEST FOR PROPOSAL

FOR

APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT

(FROM CENTRAL / STATE PSUs ONLY)

FOR

PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES
FOR MAINTENANCE AS WELL AS OTHER MINOR ORIGINAL
WORKS INCLUDING FIRE FIGHTING FACILITIES AT
IIM INDORE.

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CHAPTER 1
PRESS NOTICE

भारतीय प्रबंध संस्थान इंदौर

प्रेस नोटिस

भारतीय प्रबंध संस्थान इंदौर निम्नलिखित सेवाओं के लिए ऑनलाइन निविदा आमंत्रित की जाती है।

क्र.	कार्य का नाम	एनआईटी संख्या
1.	प्रोजेक्ट मैनेजमेंट कंसल्टेंसी सर्विसेस आई. आई. एम. इंदौर में अनुरक्षण के साथ-साथ अन्य माइनर ओरिजिनल कार्यो अग्निशमन सुविधाओं सहित के लिए प्रोजेक्ट मैनेजमेंट कंसल्टेंसी सर्विसेज प्रदान करना।	आईआईएमआई / परियोजना / 15/2019/83

ई-निविदा के माध्यम से बिड जमा करने की अंतिम तिथि और समय **05.09.2019** तक 03:00 तक है।

बिड फॉर्म और अन्य विवरण सीपीपी पोर्टल वेबसाइट <https://eprocure.gov.in/cppp> या आईआईएम इंदौर वेबसाइट से <http://www.iimdr.ac.in> से देखे और डाउनलोड किए जा सकते हैं :

ह०/-
निदेशक, भा.प्र.सं. इंदौर

INDIAN INSTITUTE OF MANAGEMENT INDORE

PRESS NOTICE

IIM Indore invites online bids for the following services

Sl. No.	Name of Work	NIT No.
1.	Project Management Consultancy Services Providing Project Management Consultancy Services for maintenance as well as other minor original works including fire-fighting facilities at IIM Indore.	IIMI/Project/15/2019/83

Last date & time of submission of bid through e-tendering is **05.09.2019 up to 03:00 P.M.**

The Bid forms and other details can be seen and downloaded from the CPP Portal website: <https://eprocure.gov.in/cppp> OR from IIM Indore website: <http://www.iimdr.ac.in>

sd/-
Director, IIM Indore

CHAPTER 2

Invitation to RFP & Instruction to Bidders

CHAPTER 2

Invitation to RFP & Instruction to Bidders

Director, Indian Institute of Management, Indore invites online bids in two bid system (i.e. Technical bid & Financial bid) from the eligible Central / State Public Sector Undertaking (PSU's) established by Government of India / respective state Government. Details are as follows: -

A.1 Information Related to Bid

A.1.1	NIT No.: IIMI / Project / 15 / 2019 / 83	
A.1.2	Name of Work	“Providing Project Management Consultancy Services for maintenance as well as other minor Original works including Fire Fighting Facilities at IIM Indore.”
A.1.3	Indicative cost of project	Rs. 50.0 Crore
A.1.4	Bid Processing Fee (Rs.)	Rs. 1500/- by e-payment through electronic mode (Non-Refundable)
A.1.5	Contract period	36 Calendar Months (including monsoon period)
A.1.6	Compensation for delay	@ 1.5 % per month of delay, to be computed on per day basis after the contract period, subject to the maximum of 10 % of tendered value.
A.1.7	Mode of submission of Bid	On-Line mode only
A.1.8	Bid Security	5,00,000/- (Which will be returned after the selection process is over)

A.2 Key Events and Dates

A.2.1	Publishing Date on CPP Portal	11:00 AM on 01.08.2019
A.2.2	Document Download Start Date	From 11:00 AM on 01.08.2019
A.2.3	Pre-Bid Meeting	11:00 AM on 09.08.2019 at Conference Hall, Administration Block, IIM Indore.

A.2.4	Uploading of clarifications on queries	By 14.08.2019 on IIM Indore website
A.2.5	Last date and time of submission of tender	Upto 03:00 PM on 05.09.2019
A.2.6	Date & Time of online opening of technical bid	03:30 PM on 09.09.2019
A.2.7	Date and time of receipt of hard copies of documents (Technical Bid Only)	03.00 PM, 09.09.2019 by speed post or by hand to Project Office, IIM Indore only Note: onus of postal delay/ loss lies with the bidder only.

A.3 Other Important Information Related to Bid

A.3.1	Security Deposit	2.5 % of awarded value (professional fees) to be recovered from running bills of professional fee. Alternatively, Bank Guarantee (BG) OR fixed deposit receipts from a scheduled bank may be submitted, to be payable at Indore. And it must be valid upto 60 days after date of completion of defects liability period (DLP) or as per the requirement of the job/tender conditions.
A.3.2	Performance Guarantee	5 % of awarded value (professional fees) 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/issue of completion certificate whichever is later or as per the requirement of the job/tender conditions.
A.3.3	Mode of payment of Bid Processing & Bid Security	Bidders will have to deposit the Bid Processing Fee and Bid Security through NEFT or RTGS only. Other instruments are not accepted on this account. Bank 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 GST No. :23AAAJI0057R1Z3 PAN No. : AA AJI0057R Bidders will have to upload scanned copy of Payment details towards cost of Bid processing fee & Bid Security 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. In absence of these instruments the bids will summarily be rejected.
A.3.4	Method of Selection	Quality and Cost Based Selection.
A.3.5	Indemnity Bond as per clause 3.4 of G.C.C.	Bidder to submit professional indemnity insurance policy after award of job to indemnify the institute against losses and damages incurred due to PMC's act @0.2% of Project Management consultancy fees per annum till the currency of the agreement or period of 10 years whichever is earlier.
A.3.6	Bid Validity	120 Days from the date of submission of Bid

B. Guidelines for E-Tendering

B.1 General Information and bid submission

Online bids from amongst Central / State Public Sector Undertakings are invited under two bids system for Project Management Consultancy Job (PMC) in respect of the aforesaid work.

The Central / State PSUs having experience in providing services for a similar project during the last 07 years ending previous day of last date of submission of tender are requested to participate in the tendering process. **A similar project here means "Project management Consultancy Services for Integrated Campuses for Universities, Higher Education Institutions, Research and Development (R&D) institutions and other such institutional campuses having facilities like:**

A. Institutional Buildings

- Academic/ Training/ Resource
- Complex Library building

- Administrative Block/ Office Complex/ Board rooms/ Seminar halls
- Smart class rooms

B. Ancillary Buildings

- Laboratory/ Workshop/ Studios
- Auditorium/ convention Centre
- Sports/Recreational Complex/ Community Centre
- Cafeteria/ Student Activity Centre/ Utility Complex.

C. Residential Facilities

- Residential Complex
- Hostels/ Guest House Complex

Eligibility of bidding agencies shall be evaluated on the basis of their overall past performance, experience of similar projects, available technical manpower and their qualification and experience. The Bidders are requested to submit correct information and give documentary evidence as asked in the tender document in support of their eligibility.

- B.2** 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.3** Detailed NIT can be viewed free of cost on IIM Indore website under the URL <http://www.iimdr.ac.in/tenders/>. 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 Bid Processing Fee and Bid Security.
- B.4** The tender shall be submitted online on or before the due date and time as mentioned in NIT. Also hard copy of only technical bid should be submitted by speed post only. It will be the prospective bidders' responsibility to post the hard copy in such a way / date so that it should reach IIM Indore by the given due date.
- B.5** The applicant have to upload the details of e-payment of bid processing fee & bid security before the last date & time and download the tender document from the e-tendering portal <https://eprocure.gov.in/eprocure/app>.
- B.6** 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.
- B.7** Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited Bid Processing Fee, Bid Security and other documents as per the requirement of NIT.
- B.8** Information and Instructions for bidders posted on website shall form part of bid document.

- B.9** The bid document consisting of 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.10** Those bidders 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.11** On opening date, the bidder can login and see the bid opening process.
- B.12** Bidder can upload documents in the form of JPG format and PDF format.
- B.13** **The price bid format is provided and 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.14** Bidder must ensure to quote their fees in % (percentage) of Indicative cost as indicated, however payment will be made based on least of the following :
- a. Indicative Cost
 - b. Preliminary estimated cost.
 - c. Detailed estimated cost.
 - d. Tender award value.
 - e. Actual completed value.
- B.15** The technical bid (stage-1) will be opened online first on due date and time, as mentioned above. The time and date of opening of Technical bid (stage-2) and financial bid of bidders qualifying the technical bid (stage-1) & financial bid respectively will be uploaded on CPPP.
- B.16** 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 indicated in the NIT.
- B.17** If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- B.18** 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.19** 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.
- B.20** 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 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. Request for postpone time will not be entertained.

- B.21 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.
- B.22 The maximum size of file to be uploaded during submission of tender through online mode will be governed by the CPP Portal provisions.

C. Other Information and terms & conditions

C.1 Time schedule

Time for completion of aforesaid jobs will be 36 months (including monsoon period). The contract will remain valid for 36 Calendar Months or actual date of handing over/completion of work whichever is later. The basic consideration and the essence of the contract shall be adherence to the time schedule for performing the Project Management Consultancy services for aforesaid job.

C.2 Technical Bid

The Technical Bid submitted by the bidder should duly consider the requirements as per NIT.

C.3 List of Documents for Technical Bid to be uploaded on CPP portal

I. Technical Bid Stage-1:

The following documents should be duly attested and scanned copies uploaded on CPP portal on or before the due date mentioned in NIT. **Further, hard copies of these documents are also required to be submitted as per the modality & due date mentioned in the NIT:**

- i. Letter of transmittal (form-01)
- ii. Technical bid (NIT duly signed and sealed to be uploaded)
- iii. E-payment details towards cost of bid processing fee & bid security.
- iv. Annual financial payment received on account of PMC jobs during the three financial years 2015-16, 2016-17, 2017-18 duly certified by a practicing Chartered Accountant
- v. Audited Profit & loss account for three financial years 2015-16, 2016-17, 2017-18
- vi. Completion certificate(s) for similar projects' PMC job completed during last seven years wherein value & stipulated & actual date of completion should be mentioned, has to be uploaded for this purpose. 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 or senior officer/ manager in case of an autonomous body / organization / Institutions. (Sample/indicative format attached)
- vii. Certificate(s) in respect of LEED/GRIHA certified projects.
 - viii. PAN (Permanent Account Number)
 - ix. Income Tax Return for three financial years 2015-16, 2016-17, 2017-18
 - x. GST (Goods & Services Tax) Registration Certificate
 - xi. EPF/ESI registration certificates
 - xii. Authorisation letter of officer(s) who is uploading the tender & who will be signing agreement / making communication etc.
 - xiii. Undertaking on the letter head having gone through and its acceptance for the NIT terms & conditions and corrigendum (if any).
 - xiv. Integrity Agreement (as prescribed in the tender should duly be signed and sealed by the authorised signatory and uploaded. However, the actual execution of agreement on non-judicial stamp paper of requisite value will be done immediately after furnishing of performance guarantee).
 - xv. Bank details for refund of bid security (format attached)
 - xvi. Any other document that bidder felt necessary in support of his candidature.

II. Technical Bid (Stage-2) (Presentation) -All those Bidders, who qualify in Technical Bid (Stage-1) will have to make a presentation before the jury constituted by IIMI as per the details / heading explained in clause-4 of chapter-5. The copy of presentation to be uploaded on the CPP portal while submission of bid and the hardcopy as well as softcopy to be send by post along with the technical bid (stage-1) envelope.

The following documents should be duly attested and scanned copies uploaded on CPP portal on or before the due date mentioned in NIT. **Further, hard copies of these documents are also required to be submitted as per the modality & due date mentioned in the NIT:**

- i. Copy of presentation proposed to be made before jury (time limit - within 30-45 min.; language - Hindi/English)
- ii. CVs of proposed manpower to be deployed for the project.
- iii. Form 16 of proposed manpower.
- iv. Organizational setup of the firm (highlighting PMC job management)

III. Financial Bid

1. The PMC Services Fee shall be for the total Scope of works as detailed in the NIT. The Bidders are required to quote a percentage (%) of total indicative cost of Project.
2. The Tax & levies shall be paid/deducted as mentioned in clause no.45 under Chapter 8 (Other Conditions).
3. The price shall remain firm during the pendency of the contract.
4. The final actual fee payable will be percentage (%) of projected indicative cost/estimated cost/tender cost/ preliminary estimated cost/actual cost/detailed estimated cost/ Cost at completion, whichever is least.

C.4 Signature of Bidder

The bid must contain the name and place of business of the Bidder. Significant evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid. All the pages of this document must be initialed/signed and submitted to IIM Indore within the stipulated date of submission of bids.

C.5 Validity

The offer shall remain valid for a period of 120 (One hundred twenty) days from the date of submission of bid.

C.6 The bid submitted shall become invalid if:

- I. The Bidder is found ineligible.
- II. The bidder does not submit the bid processing fee and bid security.
- III. The Bidder does not upload all the documents as stipulated in the NIT.
- IV. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted.
- V. If the bid founds irresponsible at any stage of evaluation.

C.7 IIM Indore reserves the right to reject any bid(s) or all bids without assigning any reason at any stage.

C.8 IIM Indore also reserves the right to restrict the list of qualified bidders to any number deemed fit by shortlisting the bids with higher marks in order of merit.

C.9 Any discrepancy, error, ambiguity in the NIT and its contents must be brought to the notice of the project department, IIM Indore in writing through e-mail to projectdept@iimidr.ac.in or in pre-bid meeting. No communication in this regard will be entertained after the pre-bid meeting.

C.10 No individual response shall be given to any of the communication. Clarification if any will be notified on the institute website after the date of pre-bid meeting.

- C.11 Request for change of date or terms and conditions will not be entertained
- C.12 All provisions in this document are supplementary and complementary to each other and are not to be read in isolation.
- C.13 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.14 Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation committee of experts, constituted by IIM Indore, if required.
- C.15 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.16 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.17 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.18 The bid for the works shall remain open for acceptance for a period of 120 (One hundred twenty) days from the date of submission of 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 bid security as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- C.19 This notice inviting Bid shall form a part of the PMC contract document. The successful bidders, 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.20 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120- 4001002, 91-8826246593 or send a mail over to cppp-nic@nic.in
- c.21 The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD guidelines, manual, specifications / BIS / IS/ Other Central Govt. norms to the extent applicable for IIM Indore & the decision in this regard will be guided by the decision of the respective authority of IIM Indore which shall be final and binding to the PMC.
- c.22 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.

CHAPTER 3

BRIEF DETAIL & OBJECTIVE OF THE WORK

CHAPTER 3

Brief Detail and Objective of the Work

The Institute at present is having the Infrastructure which facilitates the teaching learning process for almost 1600 nos. students/ participants. We do have the residential accommodation/ hostels for the aforesaid capacity of students/ participants and the requisite faculty/ staff. In nutshell we have academic building, administration building, learning center, 20 nos. Hostel blocks, 4 nos. Executive residences, 98 nos. faculty/visiting faculty quarters/ apartments, apartments for administrative staff, medical center, community center, utilities, sports complex, auditoriums, treatment plants etc.

To keep the aforesaid Infrastructure in good & maintained condition there is requirement in continuum for maintenance works (except Horticulture) and also as per the need generated time to time requirement of undertaking different works for augmentation of the facilities have to be mandated.

As per the previous expenditure trend & estimation, approximately maintenance as well as other minor Original works including Fire Fighting Facilities of about 50 crore is anticipated in the contract period.

Tentative/indicative cost of maintenance as well as other minor Original works including Fire Fighting Facilities: 50crores

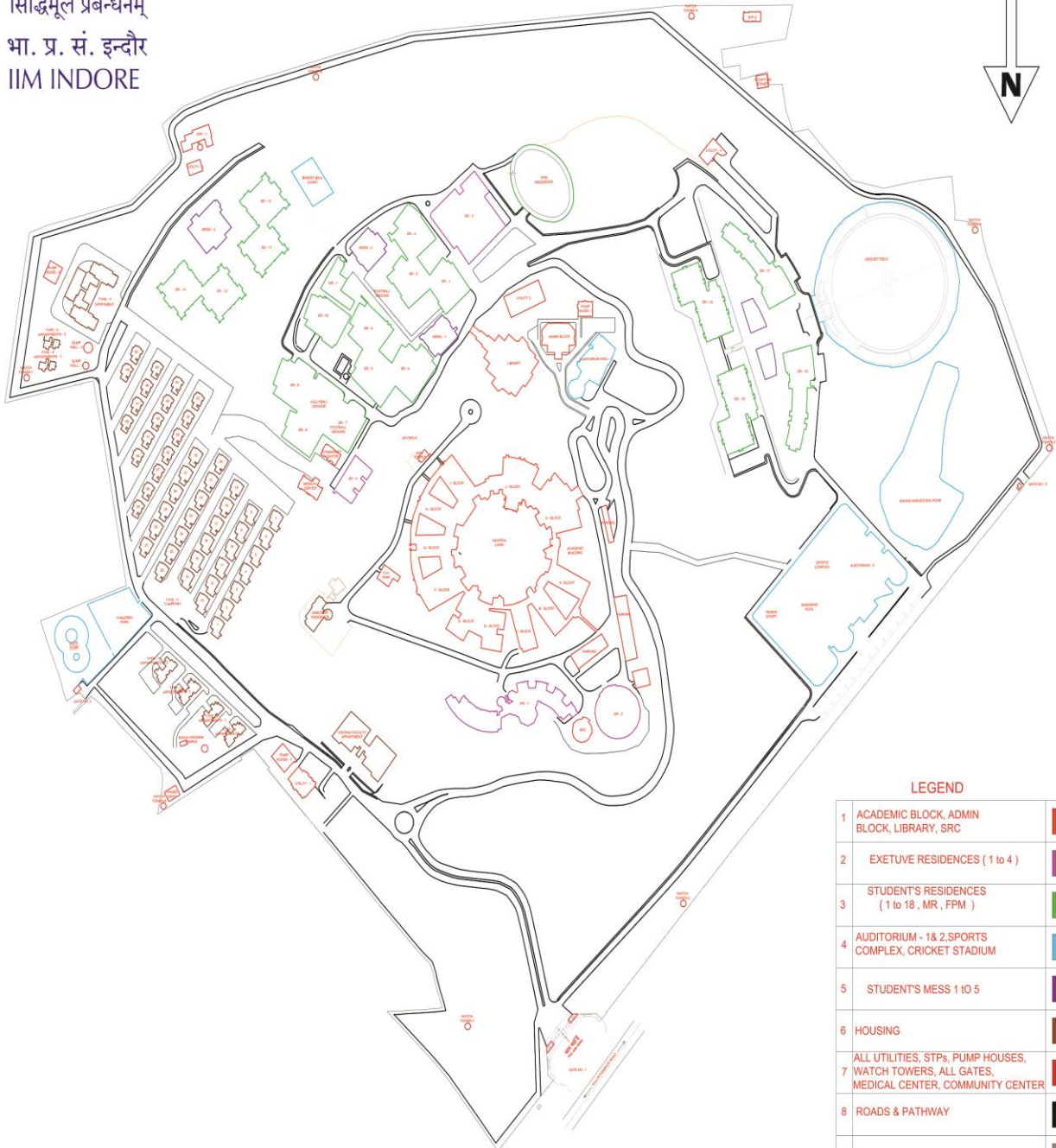


भारतीय प्रबंध संस्थान इन्दौर

INDIAN INSTITUTE OF MANAGEMENT INDORE

KEY PLAN

सिद्धिमूलं प्रबन्धनम्
भा. प्र. सं. इन्दौर
IIM INDORE



CHAPTER-4

LIST OF PERSONNEL

Chapter-4

Tentative Manpower Schedule

Minimum number of Personnel to be deployed on site by PMC

Sl. No.	Requirement of technical staff			Qualification	Minimum experience (for similar works)
	Designation	Personnel	Nos.		
1.	Project Manager	Civil Engineer	1	Degree in Civil Engineering	20 years
2.	Deputy Project Manager	Civil Engineer	1	Degree in Civil Engineering	10 years
		Electrical Engineer	1	Degree in Electrical Engineering	10 years
4.	Site Engineer	Civil Engineer	2	Degree in civil Engineering (Or Diploma in civil)	6 years in case of Degree (10 years in case of Diploma)
		Electrical Engineer	1	Degree in Electrical Engineering (Or Diploma in Electrical)	6 years in case of Degree (10 years in case of Diploma)

Note:

1. Sr. Project Manager should not preferably be changed till the contract period is over & He / She should be deployed from the first day of the execution of contract.
2. The manpower proposed to be deployed on a full-time basis on site for proper and effective monitoring.
3. These deployments will be inconsonance with the CVs of manpower (for min. requirement desired by IIMI & any additional in case the prospective bidder feels necessary) presented at the time of presentation. However, the request for replacement can be considered only in case of exceptional/ unforeseen circumstances & that too with the prior approval of IIMI.
4. If any discrepancy found at any point of time between the CV presented & actual deployment the tender/ contract may be rejected/terminated respectively.
5. IIM Indore reserves the right to take interview of the aforesaid manpower before/ during actual deployment and can reject & demand replacement. In this regard decision of IIM Indore will be final and binding.
6. For any absenteeism of the aforesaid respective manpower during the execution of the contract period, IIM Indore reserves the right to take penal action or actioned deemed fit (decided by the competent authority) against the PMC. Decision of IIMI in this regard will be final and binding on the PMC.

CHAPTER 5

Eligibility Criteria, Evaluation and Selection of Consultant

CHAPTER 5

Eligibility Criteria, Evaluation and Selection of Consultant

1. **Eligibility Criteria:** Prospective bidder should have the following for making oneself eligible for participation in the bidding process -
 - a. Should be established by Government of India/ Respective State Governments as a Central / State Public Sector undertaking
 - b. Should possess the experience in the field of Project Management Consultancy
 - c. Should have the requisite experience of providing PMC services as per the requirement of the NIT especially for Integrated Campuses for Universities, Higher Education Institutions, Research and Development (R&D) institutions and other such institutional campuses having facilities like:
 - I. **Institutional Buildings**
 - Academic/ Training/ Resource
 - Complex Library building
 - Administrative Block/ Office Complex/ Board rooms/ Seminar halls
 - Smart class rooms
 - II. **Ancillary Buildings**
 - Laboratory/ Workshop/ Studios
 - Auditorium/ convention Centre
 - Sports/Recreational Complex/ Community Centre
 - Cafeteria/ Student Activity Centre/ Utility Complex.
 - III. **Residential Facilities**
 - Residential Complex
 - Hostels/ Guest House Complex
 - d. Should be able to qualify as per the requirement of the different stages of evaluation given in the NIT.

2. OVERALL EVALUATION PROCESS & SELECTION OF CONSULTANT

Bidding Process will be a two-bid system which comprises of technical bid and financial bid. Further the technical bid will be subdivided into two stages namely technical bid stage-1 and technical bid stage-2. The ratio of weightages for cost and technical score will be 40:60 (Forty: Sixty)

The Method of selection will be Quality and Cost Based Selection (QCBS). As is said earlier the Technical bid will be evaluated in two stages, stage-1 will be based on bidder's Profile / credentials / work experience whereas stage - 2 would be based on bidder's vision / approach towards the prospective assignment & the same will be evaluated through the presentation made by bidder before the jury.

After that the financial bid will be opened for the qualified bidders of the respective stage only. The weightage would be as follows.

a. Technical Bid

- Stage-1 (Bidder's profile/credentials/work experience) =30%
- Stage-2 (Presentation) =30%

b. Financial Bid (i.e. cost) =40%

The CPSU/SPSU scoring the highest marks after final evaluation will be selected as the PMC.

3. TECHNICAL BID (STAGE-1)

3.1 The eligible PSUs will be shortlisted by IIM Indore based on the marks obtained against the under mentioned parameters.

Sl. No	Criteria		Maximum Marks
i)	Experience of the similar Projects completed during the last seven years.	For similar project of value: <ul style="list-style-type: none"> • job of value ≥ 50crore (single job) : 40marks • job of value ≥ 40 crore & < 50 crore (single job) : 35marks • job of value ≥ 30 crore & < 40 crore (Single job) : 25marks • job of value ≥ 20 crore & < 30 crore (Single job) : 15marks Note: Completion certificate where in value at completion should be mentioned, has to be uploaded for this purpose. 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 or senior officer/ manager in case of an autonomous body / organization / Institutions.	40
ii)	-do-	5 marks for each of the PMC jobs undertaken for similar projects of value 50 crores and above, having been completed within the specified time during last seven years as per the original stipulated date of completion mentioned in the work order. Note: Completion certificate where in value & stipulated & actual date of completion should be mentioned, has to be uploaded for this purpose. Certificates of Work Experience/Completion Certificates issued by officer of the	10

		Department not below the rank of an Executive Engineer in case of PSUs/Government or senior officer/ manager in case of an autonomous body / organization / Institutions.	
iii)	Green building/ campus for any institutional work certification.	Achievement of having completed certified Institutional buildings/ multi-storied building/ group of certified buildings in a campus. (Certification of GRIHA/LEED for relevant category) 1. Platinum Rating (as per LEED) or GRIHA-V (as per Indian standard): 10 marks each 2. Gold Rating (as per LEED) or GRIHA-IV (as per Indian standard): 5 marks each 3. Silver Rating (as per LEED) or GRIHA-III (as per Indian standard): 3 marks each	10
iv)	Financial Credential	10 marks per year for the PSUs which had been profit making in any two years during the three financial years 2015-16, 2016-17, 2017-18 (to be supported by audited profit & loss account).	20
v)		Annual financial payment received on account of PMC jobs during the three financial years 2015-16, 2016-17, 2017-18 duly certified by a practicing Chartered Accountant. (Marking based on average of above three years) <ul style="list-style-type: none"> • 05 marks for ≥ 1.5 crore and < 2 crore • 10 marks for ≥ 2 crore and < 2.5 crore • 20 marks for ≥ 2.5 crore 	20
		Total Marks	100

Note: A holding PSU can enlist the expertise, skill and experience of its subsidiary companies, but subsidiary cannot do so.

3.2 All those Central & State PSUs who score 70% and above marks in the Evaluation of Technical Bid (stage-1) will be invited for making a presentation before the Committee / jury constituted for the purpose.

3.3 The weightage of the Technical Bid (Stage-1) towards final evaluation shall be 30%.

4. Technical bid (STAGE-II)

4.1 The tentative project detail as given in chapter-3 to follow but not limited to that. All participating PSUs are advised to visit the site before submitting their proposal for PMC services. The prospective bidders are requested to give prior intimation for their site visit on any of the working days during the

office hours. Normally the working hours observed in the Institute is 9.00 AM to 05.30 PM & the working days are Monday to Friday. The communication can be made on projectdept@iimidr.ac.in The prospective bidders will cover the following aspects in their presentations and the respective marking will be as follows:

- i) Methodology adopted for handling Project Management Consultancy of a project of similar type, size and magnitude bringing out the complex nature of the project and the expertise of the PMC in handling it, including the client management interface and progress reporting process to be illustrated through sample reports from successfully executed projects in the past. **Maximum Marks 15**
- ii) Company's overview of the PMC capabilities in handling a project of this nature, specifically the extent to which the PMC can offer value addition to the project to improve cost controls, adherence to timelines, efficiency and quality. **Maximum Marks 15**
- iii) The broad vision and resource management planning to be adopted for execution and completion of this project keeping in view the minimum manpower requirement laid down by IIM Indore. The manpower proposed to be deployed on a fulltime basis on site for proper and effective monitoring. The CVs of all requisite manpower (for min. requirement desired by IIMI & any additional in case the prospective bidder feels necessary) to be presented. The CVs should clearly reflect the detail of qualification, experience, designation and salary structure. **Maximum Marks 30**
- iv) Use of Project Management software and tools and scheduling through MS Project/ Primavera or any other. **Maximum Marks 05**
- v) Monitoring Mechanism to overcome time & cost over run. salient elements/features and its respective advantages to be presented. **Maximum Marks 05**
- vi) Extent and mode of adoption of green building norms and copies of grading already received. **Maximum Marks 10**
- vii) Other common attributes such as **Maximum Marks 20**
 - a. Organizational setup of the firm
 - b. Innovative suggestion for the project and requirements of the Owner.

- c. Concept and method of quality management envisaged.
 - d. Mode of implementation of health, safety and environment at site of work.
 - e. Method of risk management.
- 4.2 The presentation by each PSU should be of 30-45 minutes duration. PSUs have to make their own arrangements for making the presentations.
- 4.3 IIM Indore reserves the right to go for site inspection of the completed works involving PMC services of the prospective bidder and it may have the bearing on the selection decision. The expenditure in this connection shall be borne by the IIM Indore.
- 4.4 The weightage of marks scored in the Presentation shall contribute 30% towards the final evaluation.

5. Financial Bid

The weightage of marks scored in the financial bid shall contribute 40% towards the final evaluation.

CHAPTER 6

SCOPE OF WORKS

Chapter- 6

Scope of works

General Scope of Works

The PMC shall function completely as per the direction as well as specific principles & guidelines laid down by IIM Indore. The PMC shall not take any decisions on the implementation plan or on the selection of various agencies of implementation without the formal explicit approval/consent of IIM Indore. IIM Indore will have the final authority in all selection and decision processes related to the maintenance as well as other minor Original works including Fire Fighting Facilities. The PMC shall chalk out complete listing & planning of activities. Accordingly, they need to prepare WBS & create a timeline for all activities, will have to present the same before IIM Indore in form of MS project/ Primavera and seek the approval. A SOP (Standard operating procedures) shall be prepared by PMC for interaction with different stake holders during implementation of project.

The broad scope of work of PMC includes, but not limited to:

1. Obtaining all applicable statutory approvals required for the job (Pre-contract, during contract & post contract) in case of minor original works including Fire Fighting Facilities
2. The requirement of Architect in respect of Architectural/ design requirement, coordinating and supervising & monitoring of all design deliverables on site for maintenance as well as other minor Original works including Fire Fighting Facilities should be met out by PMC itself i.e. No Architect/ any Design Consultant / other consultants will be deployed/ paid separately by IIM Indore for the works and also on this account PMC will not be paid extra.
3. Study of existing firefighting needs and prepare tender document, Taking clearance for firefighting facility in the campus on design & build basis and other requisites mentioned in the tender for minor original works.
4. Project Management
5. Monitoring & Supervision of implementation.
6. Monitoring Project outcomes etc.

Stage	Scope of Works	Description
Detail Scope of Work of PMC for maintenance as well as other minor Original works including Fire Fighting Facilities		
Pre, During & Post Construction Stage	Deployment of Manpower	Deployment of minimum required manpower as desired by IIM Indore or any additional in case the prospective bidder feels necessary, as is stipulated in this NIT

Pre-Construction Stage	Preparation of Programme Chart	After signing of agreement with IIMI, PMC will prepare shall prepare an integrated programme chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the IIM Indore within ten days of award of the contract. A recovery of Rs. 5000/- shall be made on per day basis in case of delay in submission of the above programme.
	Finalization	Discussions with IIM, Indore and finalization of project brief including illustrating requirements of IIM Indore with regards to the entire scope of work that is to be implemented.
	Detailed study of design concept	Thorough study of the Design basis Report, Concept design and drawing details prepared by Architect and based on that submission of a Review Report with comments based on which approval may be given by IIMI.
	Obtaining all NOCs including Preparation of documents for submission to various concerned authorities/agencies	It is under the scope of PMC to prepare/obtain all the necessary documents/drawings & take action of obtaining respective NOCs from different governing/statutory authorities/other agencies to enable IIMI to start activities for the minor Original works including Fire Fighting Facilities. Charges and other incidental expenses for obtaining approvals would be borne by PMC.
	Ensuring preparation of Detailed Estimate	Ensuring preparation of Detailed Estimate based on detailed design & drawing prepared by Architect & duly vetted by IIT, incase required or instructed by IIMI on case to case basis(respective charges and other incidental expenses to be borne by PMC) and after that approved by IIMI, based on applicable CPWD DSR for the Items of DSR and based on Rate Analysis for Non-DSR items.
	Preparation of NIT for the appointment of Contractor	After obtaining the approval of IIM Indore and obtaining other Municipal/Statutory approvals(if required), PMC will frame NIT duly supported by detailed estimate with takeoff sheets, abstract of cost segment wise, fully developed drawings, layouts, tender document covering specification and terms and conditions in conformity with the applicable Central Government regulations/ generally based on provisions of CPWD Manual by following applicable government procedures. PMC shall present a copy of these documents to the IIM Indore for approval. The approval thus conveyed is in principle and

		not a certificate to the correctness of drawing or detailed estimate or specification or legality.
	To ensure if design is satisfying all the norms	With regards to the correctness of the design, drawings, measurements, estimate and execution process etc. as submitted by PMC Architect, the PMC will be solely responsible for their correctness and technical soundness. PMC shall ensure compliance of all architectural norms, statutory and regulatory norms of their own and that of their architectural consultant.
	Preparation & vetting of Contract Documents	All contracts for execution of construction works shall be prepared and vetted by PMC for IIM's signature with various agencies.
	Analysis of activities	PMC will be responsible for analysis of various project related activities with reference to time frame, resource allocation and scheduling using latest techniques and software as approved by the IIMI and submission of months report to IIMI.
	Preparation of Cash flow requirements	PMC shall prepare Cash flow requirements & submit to IIMI every month.
	Format for Monthly/Fortnight Progress Report	Prepare and submit an execution plan and methodology and submission of monthly/Fortnight progress report.
	Checking of Structural Design (Proof checking)	PMC will be responsible for checking the structural designs prepared by their Architect. The designs should be checked by the PMC first & after that it should got vetted by IIT(if required or instructed by IIMI on case to case basis). (Fees for third party agency viz. IIT will not be paid extra by IIMI but it is deemed to have been already incorporated in the Professional fee quoted by the prospective bidder).
	Checking of Drawings	PMC to conduct checking of Architectural, technical specifications, services and all other drawings to ensure their completeness / correctness.

	Checking of BOQs	PMC to conduct checking of bill of quantities prepared and submitted by their Architect including cost estimates, analysis of rates etc.
	Other works to be done during tendering stage	<ul style="list-style-type: none"> a. Assist IIM Indore in holding pre-bid meetings & ensure clarity on queries generated. Compile queries & their respective responses & put up for uploading after due vetting by IIM Indore. b. Support in analysis of the received bids for awarding of the Contracts. c. Submission of technical evaluation reports of bids & prepare documentation. d. Submission of financial evaluation reports of bids & prepare documentation. e. Other requisite support required by IIM Indore time to time for fulfilment of requirements not mentioned herein but necessary to accomplish the pre-construction stage.
Construction Stage	Construction Management Plan	PMC shall ensure execution of the work in a time-bound manner & as per the approved programme chart. PMC shall ensure that no time and cost overruns occur. Compensation for delay of work @ 1.5 % per month of delay, to be computed on per day basis after the contract period, subject to the maximum of 10 % of tendered value.
	Coordination with all the agencies involved in the project	<p>PMC shall provide Construction Management Services from the start of construction up to commissioning and handing over of the entire completed work to IIM in safe & usable condition. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project. Responsibilities of PMC for construction stage shall, inter-alia, be as under:</p> <ul style="list-style-type: none"> a) Assemble a multi-disciplinary construction management team as approved by IIM and have detailed interaction with the Contractor's Team to initiate all preliminary actions and mobilization. b) Prepare detailed coordinated construction schedule. c) To ensure that the Good for construction drawings are finalized after coordination with other disciplines d) Check and finalize Contractor's detailed programme of activities commensurate with the Tender provisions. e) Monitor, supervise and manage execution of works at site and to ensure quality in all dimensions of work, quantity of consumables used, workmanship and progress. Carryout mandatory tests on materials and finished product. f) Ensure compliance of statutory and regulatory orders on

		<p>health, safety and environmental (HSE) guidelines stipulated under these categories by CPWD/ other Central Government Authority which is mandatory for observance.</p> <p>g) The construction will be happening inside the campus which is protected by the compound wall. Entries and exits are regulated by security. All the construction workers including PMC employees should produce police clearance and an ID card issued by PMC. Security/project department of IIM will randomly check the police clearance and if anyone employed without a clearance will be debarred from entry.</p>
	Provisioning and Checking of Working drawings	It is under the scope of the PMC to provide all GFC drawings from the Architect. Then thorough study of the working drawing/GFC shall be carried out and based on that submission of a Review Report with comments based on which approval may be accorded by IIMI.
	Conduction of Meetings	Conduct weekly site meetings and coordination meetings with all Agencies for timely completion of the work. PMC shall prepare minutes of meetings & keep the records of same for Inspection by IIMI at any point of time.
	Quality control	Carry out quality assurance checks and adhere to maintain quality. Records should be maintained for inspection by IIMI at any point of time during or after execution.
	Checking of construction work	Fully responsible for getting the work executed as per drawings and specifications and should also ensure completion of job, fulfillment of quality norms in all dimensions of work, within sanctioned cost outlay of the project. In case of any deviation happens in respect of design, drawing, specification, procedure, methodology, timelines etc. from the approved one & without the respective approval of IIM Indore then in that case onus lies with PMC and the respective cost will be borne by the PMC.
	Expenditure control	Rendering timely advice for implementing special measures for effecting cost / quality / time benefit for the project.
	In case of necessity of change(s)	Provide detailed justification for necessity of changes, if any required in terms of design, quantities, and specifications etc., and obtain approval thereof from IIM INDORE.
	Quality and safety	Drawing up and putting in place a Quality Assurance Plan as

assurance plan	well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
Checking of all the bills submitted by contractors	Checking and Certification of Contractors running and final bills of the works executed for the purpose of payment to be released to the Construction Agencies & that too within a week time after the submission of the bill by the respective contractor. The PMC shall ensure submission along with every running bill (on account or interim bill) item-wise/ material-wise (wherever applicable) consumption statement supported by complete calculations. In case of any variation reasons thereof. PMC shall have to certify the correctness of the same and submit report of this essence to the IIM Indore. In case of delay in checking and certification, PMC shall be liable to a penalty @ 7.5% (simple interest) per annum from the date of expiry of prescribed time limit which will be compounded on yearly basis.
To answer the queries raised by investigation agencies	To reply and settle the observations / objections / paras (if any) of the CVC/Chief Technical Examiner, CAG audit or any other checking / investigating agency of the Government. PMC will be fully responsible for consequences of any audit / investigation para & its respective observation. If at all any financial implication arisen during or after the execution work in respect of the aforesaid observation/ settlement, then PMC will have to bear the full cost of the financial implications subjected the reason is attributable to PMC (However, whether the reason is attributable to PMC or not will be governed by the decision of Construction Committee of IIM Indore and same will be final & binding to the PMC).
Checking of system completion	Final inspection, snagging, supervision of testing and commissioning of various systems and assisting IIM in taking over of various parts of works and of various systems.
Preparation of documents and getting approvals for all the services	The PMC shall have the overall responsibility of getting the approvals / NOC's / connections etc. for all services including power, water, sewer, drainage, fire fighting, lifts, DG set, etc., from government authorities. PMC may include this work in the scope of respective Contractors but will ensure that all or other such connections or clearances are obtained well in time before handing over the buildings and services to IIM, INDORE.

<p>Preparation of Daily / weekly / fortnightly / monthly progress reports</p>	<p>PMC shall also apprise IIM of the progress and / or activities of the project on weekly / fortnightly / monthly basis as deemed fit by IIM, INDORE, by preparing and submitting monitoring reports. The reports shall inter-alia include the following:</p> <ol style="list-style-type: none"> a. Name of work b. Scope of Works of Contractor c. Date of Commencement / Date of Completion: Scheduled and Actual d. Major Issues and Decisions Pending including Drawings Constraints (if any), Site Constraints (if any), Equipment Constraints (if any). e. Status of Progress of Work: Cash Flow Chart, L.O.B. Chart and Bar Chart f. Areas of Concern g. List of Registers Maintained by PMC h. Labor Deployment Chart i. List of Equipment Mobilized at Site j. Materials/Personnel at Site k. Status of Payment to Contractor l. Quality of Material / Tests m. Cost Split Up of the Package n. Photographs of the Site o. Site Order Book p. Visitor's Site Inspection q. Consumable materials such as cement, steel, paint, primer, putty and admixtures, brought to site by the contractor will be recorded at the gate. Non-consumable type which would get covered up later will also have to be accounted at the gate.
<p>Bill Payments</p>	<p>PMC will be responsible for 100% checking of detailed measurement of work executed during the month for recommendation of RA bill payment of Contractor. This in turn may be checked by IIMI to the extent deemed fit to IIMI, if required. During checking by IIM Indore if any deviation found (billed v/s actual) then PMC will be penalized accordingly. Amount of penalty will be decided by IIM Indore as per the nature/ extent of deviation & it should be binding on the PMC.</p>
<p>Arrangement of inspections</p>	<p>Ensure all statutory inspections and checks.</p>
<p>Settlement of arbitration cases</p>	<p>PMC shall be fully responsible for dealing with Arbitration cases, if any, for Contracts entered between various agencies. PMC will prepare claims / counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final</p>

		settlement of disputes by following Arbitration and Conciliation (Amendment) Act, 2015 or latest as passed / enforced by the Govt. of India. It shall be the sole responsibility of PMC to defend the case provided there is no fault / negligence / delay on the part of IIM on any matter whatsoever for which dispute has arisen between two parties. The cost of arbitration / litigation, and award if any, arising out of any arbitration due to reasons attributable to PMC shall be borne by PMC. PMC shall take all necessary steps to safeguard IIM, INDORE's interest while dealing with the Contractor.
	Preparation & submission of statement of all the consumables.	<ul style="list-style-type: none"> • The PMC shall submit a consumption statement of all consumable material or materials getting covered up periodically along with demand for funds. • any kind of consumables such as cement, admixtures, paint or paint related materials, steel reinforcement while being brought inside the campus will have to be got recorded at security gate by producing the invoice or load tally. The nominated qualified person from the PMC will make the entry in a register and issue a pass. This pass shall be preserved and submitted along with the consumption statement. Any short fall on the quantity at gate register with that of theoretical consumption will be fined/ recovered from the PMC at double the price of that material to extent of shortfall or deficiency.
Post-Construction Stage	Payment settlement	Settlement of all accounts of the Contractors.
	Handing over of utilities	Witness testing and commissioning of all utilities and certify the same.
	Preparation of completion report	Provide work completion report which shall contain all technical and financial information of the work. PMC to also obtain, submit & certify Completion Reports & drawings, getting structural stability/sufficiency certificate from the Designer/Architect and obtaining completion/occupancy certificate from Statutory authorities/body wherever required, issue of as built drawings & handing over all the assets to IIMI
	Preparation of manual for the maintenance	Co-ordinate with Contractors/OEMs and arrange for user operation and maintenance manuals and training to client's representatives. PMC shall ensure that technician of IIM get sufficient training and for this PMC shall seek an authentication from IIM Indore. In the absence of

		<p>authentication, it will be presumed that training not conducted or imparted. In respect of highly specialized instruments if any, the supplier has to deploy an operator for three months at site of installation. All warranties and guarantees on equipments/ fixtures etc. procured by the Contractors shall be in the name of IIM and appropriate clauses will be inserted in the tender documents by PMC in this regard. For specialised works like lifts, air conditioning, DG sets, power substations, fire fighting etc., a 5 year comprehensive AMC renewable every year based on the performance after DLP of 1 year provision may be included in the tender documents by PMC with the stipulation that after handing over of these works, IIM shall enter into a supplementary agreement for operation and maintenance with the Contractors on the same terms and conditions. All warranties and guarantees shall be in the name of IIM, INDORE. Appropriate clauses will be inserted in the tender documents by the PMC for comprehensive Annual Maintenance Contract with contractor for 5 years after DLP.</p>
	Arrangement of inspections & rectification of problems during the DLP	<p>Provide adequate engineering and supervisory staff for inspection / monitoring of works on communication from IIMI, during Defect Liability Period and issue of timely notice to vendors / agencies for rectification of defects, if observed.</p>
	Settlement of Audit/CTE's observation/arbitration cases	<p>To reply and settle the observations / objections / paras (if any & at any stage pre/during/post construction & at any point of time) of the CVC/Chief Technical Examiner, CAG audit or any other checking / investigating agency of the Government. PMC will be fully responsible for consequences of any audit / investigation para & its respective observation. If at all any financial implication arisen during or after the execution work in respect of the aforesaid observation/ settlement, then PMC will have to bear the full cost of the financial implications subjected the reason is attributable to PMC (However, whether the reason is attributable to PMC or not will be governed by the decision of Construction Committee of IIM Indore and same will be final & binding to the PMC).</p>
	Others	<p>Any other activity that is necessary for accomplishment of the Job but not mentioned herein is deemed to have been included in the scope of PMC. And the decision of IIM Indore shall be final in this regard and binding to the PMC.</p>

CHAPTER 7

**MILESTONE PAYMENT
OF
PROFESSIONAL FEES**

CHAPTER 7
Milestone payment of Professional Fees

Professional fees for Providing PMC Services for maintenance as well as other minor Original works including Fire Fighting Facilities at IIM Indore

Stage	Services to be recorded	Stages of Payments	Cumulative fee payments
1.	Preparation of Detailed Estimate based on detailed design & drawing prepared by PMC & approved by IIMI, based on applicable CPWD DSR for the Items of DSR and based on Rate Analysis for Non-DSR items, Floating and award of job & selection of contractor including preparation of draft work order/agreement for approval by IIMI	5% of Professional fees (of respective job values)	5% of professional fees (of respective job values)
2.	Actual execution, supervision, monitoring, joint measurement, billing, certification etc. as required by IIMI. Fee will be released on pro rata basis of the physical progress of the work on ground. Physical progress of the work is assessed based on the certified value of the running account bill and photographs/visuals/ other documentations required.	85% of Professional fees (on pro-rata of respective job values)	90% of Professional fees (on pro-rata of respective job values)
3.	On submitting Completion Reports & drawings, getting respective stability/sufficiency/ safety certificate from the concerned & duly counter signed by PMC and obtaining completion/occupancy certificate from Statutory authorities/body wherever required, issue of as built drawings & handing over all the requisite to IIMI.	10% of Professional fees of respective job value	100% of Professional fees of respective Job value
4.	After receiving clearance from audit/CAG/CTE or conclusion of arbitration (if any) etc. OR If there is an audit para happened during the course of time, till clearance of the audit para. OR if there is no audit para, Security Deposit will be released after 12 months of Defect liability period or DLP mentioned in the respective contract whichever is more.	Release of Security Deposit after 60days of completion of 12months of DLP	

NOTE:

1. If BoQ varies by 10 % with respect to actual requirement/ execution without the consent/ approval of IIM Indore, payment will be made for the respective job as per the following principle

- In case of single bill of the respective contract no payment will be made corresponding to the last RA bill and the final bill as is stipulated in Sr.2 & 3 of the above table.
 - whereas if there are multiple bills raised during the execution of the respective contract then the respective payment corresponding to the last RA bill and the final bill as is stipulated in Sr. 2 & 3 of the above table will not be made.
 - If the above two methodology of principle follows, then it reflects the poor planning and the onus lies with the PMC. So inspite of the non-payment of the respective part the PMC has to fulfill/complete the respective job requirement as stipulated in the Sr. no. 2, 3 & 4 of the above table.
2. Professional Fees mentioned herewith means the quoted % of detailed estimated cost of respective job.
 3. However, the final actual fee payable will be percentage (%) of projected estimated cost/tender cost/ preliminary estimated cost/actual cost/detailed estimated cost/ Cost at completion, whichever is least.
 4. Consultant fee shall be released based on each job as and when taken up.

CHAPTER 8

OTHER CONDITIONS

CHAPTER 8

OTHER CONDITIONS

1. Ensure all insurances related to persons and activities on site are obtained as necessary.
2. PMC has to establish/ make their own site office within IIMl campus to accommodate all their staff. All requisite office equipment such as computers, printers, plotters and all stationeries etc. should be there for proper functioning. A Site office (1 reserved cabin) for client/ IIM Indore's official should also be there which should have minimum facilities like Computer with internet connection, Printer, AC, basic office furniture etc. This office should be there for full contract period and shall always be maintained in good working condition at his own cost and ensure mobilization facilities like temporary power, source of water supply etc.
3. Provide copies of all other relevant drawings, as requested by the Institute.
4. Maintain drawings from all services.
5. Provide all the drawings in proper electronic format suitable for use, modification, and analysis - in particular, the files needed for interior design by interior architects. In addition, wherever possible, provide drawings in pdf format. All drawings and documents in electronic format will be provided on a CD/DVD/HD as required by IIM Indore.
6. Compile drawings, maintenance manual and methodology as well as preventive maintenance schedule for buildings and all services/utilities.
7. To obtain 'no claims certificates' from the contractors at time of final bill.
8. Compile a list of all vendors and manufacturers and their maintenance/ local office/ distributor/representative to be contacted in case of need.
9. Get all warranty papers and test certificates from all vendors and equipment suppliers
10. Get all maintenance and operation manuals of all equipment
11. Project Closure: When the construction of all the buildings along with other site development works are completed in all respects i.e. all civil and service works are completed, equipment installed and aligned, and commissioned and satisfied to its performance vis-à-vis designed and practically obtained Statutory approvals wherever required etc., PMC shall notify the OWNER in writing that the Project has been completed in all respects.
12. Upon notification of completion of buildings/works in writing by PMC, IIM Indore reserves the right to inspect the same prior to occupancy. Any defects observed shall be informed to the PMC & PMC shall ensure the rectification of such defects prior to occupancy at no extra cost to the IIM Indore.

13. IIM Indore shall have the right to request PMC in writing to make any changes, modifications, deletions and/or additions to PMC scope of SERVICES. PMC shall consider such written requests and will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and/or additions sought by IIM Indore. IIM Indore reserves the right to add works of worth up to 10 % of the indicated cost in the scope of the PMC for which no extra payment will be made. Beyond this the competent authority of IIM Indore reserves the right to decide on payment/ time extension.
14. IIM Indore shall use all drawings, designs, specifications and documents including transparencies prepared by Architect and PMC for the purposes of construction, operation and maintenance of buildings in future.
15. PMC should ensure that the SERVICES as specified/described under the scope of PMC in this CONTRACT, and technical documents to be developed by PMC shall be in accordance with sound and established engineering practices, using International Standards, Indian Codes and Government Regulations, wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.
16. Except where otherwise specified in the PMC Scope of Work, PMC's liability under this CONTRACT for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever shall be limited to getting the things rectified without any additional fee to the owner.
17. **INDEMNITY:** The PMC shall hold harmless and indemnify the OWNER, against any claims or liability because of personal injury including death of any employee of the PMC and arising out of or in consequence of the performance of this CONTRACT.
18. The IIM Indore shall not be responsible for any loss or damage to property of any kind belonging to the PMC or its employees, servants or agents.
19. The tenderer shall acquaint himself with the proposed site of Contract.
20. If for any reasons, any part of the site is not available temporarily for some time for part of the Contract under the contract, the agreed construction schedule shall be suitably modified and PMC 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 PMC shall be allowed extension of time for completing the Contract as deemed fit by the competent authority. The PMC 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 Contract by the PMC.
 - b. On account of reduction in the scope of Contract.
 - c. On account of suspension of Contract or abandoned after award of Contract.
21. The PMC shall make his own arrangement for obtaining electric connection required for execution of Contract and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account. The PMC shall make his own arrangement for water.
22. The PMC shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of Contract as may be necessary for execution of

the Contract.

23. The PMC shall take care of all safety precautions pertaining to construction of Contract, such as scaffolding, ladder, Contracting platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.
24. On account of security consideration, some restrictions may be imposed by the security staff on the Contracting and/ movement of men and materials etc. The PMC shall be bound to follow all such restrictions/ instructions and he shall organize his Contract accordingly. No claim on this account, whatsoever, shall be payable.
25. The PMC 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 Contract due to negligence on his part. No hindrance shall be caused to traffic during the execution of the Contract.
26. The PMC shall be responsible for the watch and ward of all materials brought by the PMC to site against pilferage and breakage during the period of installation and thereafter till the Contracts are physically handed over to the department.
27. The PMC shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the Contract. The PMC shall be fully responsible for any damage to the Owners property and to the Contract for which the payment has been advanced to him under the contract. However, the PMC shall maintain an equal to the payment received against the Contract done, at his own cost. This will also cover the defect liability period. This shall be favoring the Director, Indian Institute of Management Indore. Nothing extra on this account shall be payable to the PMC for maintaining such insurance Policy. (The applicability of this clause is limited to the office/ allied structure created by PMC to house the office activities as stipulated in the tender).
28. The Contract 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 Contract is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
29. The PMC 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.
30. The PMC 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 Contract under the agreement. Nothing extra shall be payable on this account.

31. All materials to be incorporated in the Contract shall be arranged by the PMC and shall be in accordance with the specifications laid down.
32. 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 Contract.
33. The PMC shall submit to the Engineer-in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the Contract 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 Contract. The cost of such samples shall be borne by the PMC/ the respective contractor, as the case may be and nothing shall be payable on this account over the Agreement rates.
34. The PMC shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ Contract from an approved laboratory as per the direction of the Engineer-in-charge.
35. The PMC shall be responsible for completing the Contract and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified.
36. The rate shall be inclusive of making design, pattern and execution of Contract as per Architectural and structural drawings, at all levels and heights.
37. Other agencies doing Contracts related with this project will also simultaneously execute the Contracts and the PMC shall afford necessary co-ordination for un-hindered completion of these sub-Contracts.
38. The PMC shall ensure to give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the Contract is finally declared and completed and accepted.
39. The PMC 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.
40. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the PMCs on the basis of actual measurements taken at site.
41. The PMC shall protect the adjoining buildings or Contracts and the Contract 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 PMC, the same shall be made good by the PMC at his own cost, to the entire satisfaction of Engineer-in-charge.

42. The PMC shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the Contract during night time, if so required and as per direction of Engineer-in-Charge.
43. In order to achieve the targeted date of completion the PMC may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
44. All materials, articles and workmanship shall be of respective best quality.
45. The PMC shall be responsible for compliance of all statutory provisions towards ESI, PF or any other applicable laws, as the case may be, from time to time i.e. all statutory levies and taxes shall be borne by the Architect. However, GST as applicable during the pendency of the contract shall be paid extra. The applicable TDS towards GST and Income tax or any other statutory levies/taxes shall be deducted from the running account bills/final bill, as applicable at the time of payment. No claim in this regard shall be entertained.
46. The PMC 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.
47. No extension of time shall be granted to the PMC on account of rains or inclement weather conditions.
48. For any clarification/ doubt, the Institute may organize regular meetings with PMC. The PMC shall attend such meetings invariably as and when required.
49. In respect of the Contract of other agencies, where the commencement or progress of such Contract of any other agency is dependent upon the completion of particular portions of the PMC's Contract or generally upon the PMC maintaining progress in accordance with the approved coordinated construction programme, it shall be the responsibility of the PMC to complete such portions and maintain such progress.
50. Should any difference arise between the PMC 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 PMC.
51. After completion of Contract and before issuance of certificate of virtual completion the PMC shall submit eight (8) sets to the Engineer-in-charge, layout drawing drawn at appropriate scale and with 2 copies on Compact disc indicating the complete system 'as installed', with written approval of Engineer-in-charge on the 8 sets.
52. The PMC shall / shall got prepared and produce instruction, operation and maintenance manuals in English for the use, operation and the maintenance of

the supplied equipment and installations, and submit to the Engineer-in-charge in (8) copies at the time of handing over. The same should be generally consist of the following:

- Description of the project
- Operating instructions
- Maintenance instructions including procedures for preventive maintenance
- Manufacturer's catalogues
- Spare parts list
- Trouble shooting charts
- Drawings
- Type and routine test certificates for major items.
- One (1) set of reproducible 'as built' drawings on polyester film.

53. All spaces allotted to the PMC 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 PMC 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.
54. It shall be the responsibility of the PMC to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the PMC. Upon completion of the Contract or earlier as required by Engineer-in-Charge, the PMC shall vacate the land totally without any reservation.
55. The PMC 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 PMC 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 PMCs who will also be allotted spaces at above sites.
56. The security of workmen, materials, equipment stores etc. within the area allotted to the PMC shall be the responsibility of the PMC.
57. The PMC shall take photographs of site prior to commencement of Contract, during construction and after completion of Contract as suggested and shall submit the photographs in soft and hard copies to IIM for which no extra payment will be made.
58. If required and directed by Engineer-In-Charge, PMC 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 PMC.

59. Layout of Contracts shall be got checked by Engineer-in -charge & only then further Contract shall be taken by after approval.
60. PMC to ensure proforma of Registers to be as per standard CPWD formats.
61. **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 30 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 project manager of the PMC and Chief Engineer of the institute.
 - If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by recourse to a **Dispute Redressal Committee (DRC)** to be constituted by the Director, IIM Indore. The DRC as the case may be would dispose the dispute within one month on mutual acceptance or consent on the resolution.
 - If the dispute remains despite attempt to resolve through DRC, then the same can be referred to the construction committee of the institute for adjudicative. The decision of the construction committee will be final and binding on both parties.
62. **TERMINATION**: The Engineer-in-Charge may, without prejudice to his any other right or remedy against the PMC in respect of any delay, 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 absolutely determine the contract under various circumstances vividly stipulated point wise therein including delayed or non-commencement of work.
63. **SUBLETTING/OUTSOURCING**: The PMC shall not assign or sublet or outsource any activity within its scope of work.
64. **After getting award**: PMC shall have to execute an agreement on non-judicial stamp paper of requisite **value immediately** on furnishing the performance guarantee in the format prescribed by IIM Indore and sign on all contract documents. (cost of stamp paper to be borne by the PMC)
65. **Integrity Agreement** : PMC shall have to execute an Integrity Agreement also on non-judicial stamp paper of requisite value immediately on furnishing the performance guarantee in the format prescribed by IIM Indore and sign on all contract documents. (cost of stamp paper to be borne by the PMC)
66. A holding PSU can enlist the expertise, skill and experience of its subsidiary companies, but subsidiary cannot do so.
67. Engineer-in-charge referred in the document implies the Chief Engineer of the IIM Indore

FORMS

Form -1

**LETTER OF
TRANSMITTAL
[ON THE LETTER HEAD OF APPLICANT]**

To,

The Director,
Indian Institute of management, Indore
Rau-Pithampur Road,
Indore- 453536

SUB: Submission of bids for the work of project management consultancy services for maintenance as well as other minor (Original) works at IIM Indore.

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 & bid processing fee 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)

Enclosures :

- 1.
- 2.
- 3.

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

Sample/indicative format for Completion certificate(s) for similar projects' PMC job completed during last seven years

Reference No. _____

Date _____

Name & Address of the Client:

Name of the Firm:

1	Name of work with brief particulars	
2	Work Order No. & Date	
3	Agreement Amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the PMC employed qualified Engineer during execution of work?	
11	i) Quality of work (Indicate grading) (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
12	i) Did the PMC go for arbitration ii) If yes, total amount of claim iii) Total amount awarded	
13	Comments on the capabilities of the PMC	
	a) Technical Proficiency (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
	b) Financial soundness (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
	c) Mobilization of adequate T&P (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
	d) Mobilization of manpower (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	
	e) General behavior (Outstanding/ Very Good/ Good / Satisfactory/ Poor)	

Authorised Signatory

Format of Bank details for refund of bid security

1. Name of the Beneficiary :
2. Address :
3. Telephone Number (with STD code)/ Mobile No.
4. Bank Particulars
 - a. Bank Name :
 - b. Branch Address:
 - c. Branch Code :
 - d. MICR code (enclosed copy of a cancelled cheque):
 - e. 11 Digit IFS Code of the Bank
 - f. Bank Account Number
 - g. Bank Account Type :
5. Permanent Account Number (PAN):
6. Email Address for intimation regarding release of payments :

Seal of the Firm

Name & Signature of
Authorised Signatory

(Format of Integrity Pact)

INTEGRITY PACT

Between

Indian Institute of Management Indore hereinafter referred to as “**The Principal**”

and

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The principal values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a 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 will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during 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's employees involved in the tender process or the 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 Bidders 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 introduce cartelisation 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 purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7).
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

Section 3 - Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise 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 as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Director, IIM.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, IIM INDORE and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Director, IIM INDORE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Director IIM INDORE, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director IIM INDORE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director, IIM INDORE.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For &, On behalf of the Principal
Contractor)

(For &, On behalf of Bidder/

(Office Seal)
Seal)

(Office

Place

Date

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Format of Bank Guarantee

(Format of Bank Guarantee)

Bank Guarantee for Performance Security

(On letter head of the Owner with adhesive stamp / non-judicial stamp paper of Rs. 500/- or appropriate value at the time of issue of Bank Guarantee)

THIS DEED OF GUARANTEE made on _____ day of _____ 2019, 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 [**Name of Owner**] having its office at [Address] and Registered Office at [Address]. (hereinafter called “**Owner**” which expression shall unless repugnant to the context and meaning thereof include its successors and assigns).

WHEREAS _____ has issued a Letter of Acceptance / Work Order dated _____ to _____ having its Corporate office at _____ (hereinafter called the “**Contractor**”) which constitute a binding Contract (hereinafter called “**Contract Agreement**”) for carrying out the “(**Name of Work** _____)” 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 _____ 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 favor 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 WITNESSTH AS FOLLOWS:

- i) 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.

ii) The Bank's liability under this Guarantee is restricted to Rs. _____ (Rupees _____ Lacs _____ Thousand _____ only).

iii) 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.

iv) 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.

v) 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 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 whichever is later.

vi) 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.

vii) 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.

- viii) The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, set offs, counter claims recouplements, reductions, limitations and impairments, whatsoever.
- ix) 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 _____ 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.
- x) 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.
- xi) 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.
- xii) 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.
- xiii) 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 Mumbai.
- xiv) 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.
- xv) 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.
- xvi) 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 _____ or as provided in clause 5 whichever is later failing which our liability under this bank guarantee will automatically cease.

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 Mr.)
In the presence of)

Financial Bid

For

“Providing Project Management Consultancy Services for maintenance as well as other minor Original works including Fire Fighting Facilities at IIM Indore”

As per the Financial Bid available on the following link of e-procurement website

<https://eprocure.gov.in/eprocure/app>