Name of Work: "Reguset for Proposal for Appointment of Authority Engineer for construction management of Group VIII Projects comprising of multistorey hostel blocks, academic building, faculty offices & apartments and other associated infrastructures at IIM Indore." Indone." Indore NIT No.: IIMI / Project / 04/ 2022 / 126 File No. 471 **RESPONSE OF PRE-BID QUERIES** Clause No. mentioned in Page No. mentioned in communications of prospective Subject mentioned in communications of prospective bidders Clarification/ Response by IIM Indore Sl. No. communications of prospective bidders bidders Page No. 34 of 93 of Tender 1. Eligibility Criteria: Prospective bidder should have the We kindly request you to broaden the criteria by including PMC for No Change in the stipulation of the tender. following for making oneself eligible for participation in Sports Complex, Airport & Residential Building projects. Document the bidding process a. Should possess the experience in the field of providing Consultancy Services for Supervision of Construction Project comprising of planning and development of Integrated Campuses for Universities, Higher Education Institutions, Research and Development (R&D) institutions and other such institutional campuses having facilities 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. Corrigendum-I dated 06.04.2022 Last Date of Submission of bid: 28.04.2022 In order to submit our best competitive offer, we kindly request you No Change in the stipulation of the tender. to exend the tender submission date by atleast 2 weeks from 28.04.2022. Page 15, Clause-V of RFP document Technical Bid Stage-1: 1) As per page no. 6 of RFP Estimated cost of work is Rs. 625 Lakhs. No Change in the stipulation of the tender. Average annual financial turnover of Minimum Rs. 30 Cr. or 2) According Estimated cost of work, required Average annual more during the last 3- financial years 2018-19, 2019-20, financial turnover of Minimum Rs. 30 Cr is very high. 2020-21 You are requested to please consider as following: Average annual financial turnover of Minimum Rs. 10 Cr. or more during the last 3- financial years 2018-19, 2019-20, 2020-21 Sl. No. V & VII Page 37 of RFP TECHNICAL BID (STAGE-1) Please consider as following: No Change in the stipulation of the tender. Financial Credential document

Criteria

Maximum Marks

Criteria

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Maximum Marks

Sl. No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
		Cr. or more during the last 3-financial years 2018-19, 2019-20, 2020-21,	Average annual 5 financial turnover of Minimum Rs. 10 Cr. or more during the last 3- financial years 2018-19, 2019- 20, 2020-21	£ , Se-
6		Annual financial payment received on account of Consultancy Services for Supervision of Building Construction Project jobs during the last three financial years 2018-19, 2019-20, 2020-21 (Marking based on average of above three years)  • 0 marks for <15 crore  • 10 marks for ≥15 crore and <30 crore  • 20 marks for ≥ 30 crore	Annual financial payment received on account of Consultancy Services for Supervision of Building Construction Project jobs during the last three financial years 2018-19, 2019-20, 2020-21 (Marking based on average of above three years)  • 0 marks for <5 crore  • 10 marks for ≥5 crore and <10 crore  • 20 marks for ≥ 10 crore	
7	Page-8	Bid Security	We request to please accept the Bid security in form of Bank Guarantee also. Request to please share the Bank Guarantee format for submission.	
8		provided for the Supervision of planning and development		

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SI.	No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
	9		(i.e, design, detail engineering, preparation of drawings, interpretation of drawings, modifying drawings where necessary, preparation of estimates, checking estimates as	Thus, we understand that bidder having experience of reviewing these documents will be considered for evaluation.  Please confirm.	documents shall not be considered. Instead as stipulated in the tender, the bidder must possess the experience of having successfully completed
		Page-36; Criteria,S. No 1		We request Client to kindly relax the project cost criteria as similar building having same facilities may vary in project cost. Thus, we request to consider cumulative project cost of respective experience in building works in last 7 Years. Please confirm.	
1		and getting approvals for all the	of getting the approvals / NOC's / connections etc. for all	Please confirm.	borne by the EPC contractor or the architect (as the
		Page-42, Scope of Services	Design & Drawings	We understand that appointed Design Consultant/Contractor shall prepare & issue all Designs, working drawings/detailed drawings, good for Construction drawings for all components related to Subject Project and shall also do all modification in approved drawings & designs, if required and approval shall be done by Client. Bidder shall only review these documents.  Kindly confirm.	appointed for the subject project. Apart from reviewing the said documents i.e. design, drawings, DBRs etc. Authority Engineer shall have to do necessary modification (if required) & submit for

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	Page-59, Clause- 41	necessary mandatory and other tests as per the	However, in case any additional tests are required to be carried out by bidder, all cost incurred against sampling, transportation and	presence of Authority Engineer's representative. The Authority Engineer shall have to review all the reports of field tests as well as lab tests. The frequency shall be guided by the respective BIS/related codal stipulations. Any expenditure for carrying out the said obligations in this regard shall
*	Page-10, Time of Completion	DLP period - 12 Months	Please suggest the number of staff and estimated number of man- months required in DLP.	Deployment of manpower during DLP shall be guided by the requirement of the Job/work.
11	Page-68, Clause- 65	Termination	We request you to kindly consider below conditions in Termination of Contract as per general World Bank Agreement guidelines.  "Termination of Contract - By the Consultant The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 9 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less	
			than sixty (60) calendar days.  (c) If the Client fails to comply with any final decision reached as a	
	i ;	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	result of arbitration pursuant to Clause GCC 9.  (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach."	· · · · · · · · · · · · · · · · · · ·
12	General	Payment Terms	<ul> <li>(i) We understand that Consultant shall be paid on Monthly basis. Please confirm.</li> <li>(ii) Please suggest the "credit period" i.e. in how many days due payment shall be released to consultant after their invoice submission.</li> </ul>	shall be guided by stagewise payment as detailed in Chapter-7 "Milestone payment of professional fees"
13	General	Liabilities	We understand that maximum liability applicable to Consultant under any circumstances is limited upto 10% of their Contract value.  Please confirm.	Maximum 10% of the contract value is applicable only in case of compensation for delay. Other penal / compensation provisions shall be guided by their respective clause of the tender & shall be over and above.

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Sl. No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
14	General	Liquated Damages	Please confirm.	Penal / compensation provisions shall be guided by their respective clause of the tender. No limitation has been fixed except in case of compensation for delay.
15	General	Force Majeure	2) We request to please consider under Force Majeure, the following	circumstances / events constituting force majeure. Decision in this regard shall be guided by the competent Authority of IIM Indore which shall be final & binding. No cost escalation shall be
16	General	Penalties	We understand that maximum liability applicable to Consultant under any circumstances is limited upto 05% of their Contract value. Please confirm.	Penal / compensation provisions shall be guided by their respective clause of the tender. No limitation has been fixed except in case of compensation for delay.
17	Page-68	Arbitration	We request to please perform "Dispute Resolution" as per Indian Arbitration Act 1996. Accordingly, kindly include provisions.	Resolution of Disputes & disagreement shall be guided by clause-64 of Chapter-8 of the tender.
18	Page-6	Contract period	We understand that the actual time of project construction shall be less than or equal to 30 months. In case the construction work on the project is not completed within 30 months due to reasons not attributable to the Consultant, the term of deployment of the personnel on supervision and allied duties by Consultant shall be suitably extended and the bidder shall be paid additionally against	neither attributable to Authority Engineer nor to the Force Majeure but solely due to EPC Contractor then EPC Contractor may be levied penalty in this regard. As far as compensating Authority Engineer's expenses is concerned, EPC contractor has to bear
	3.		remuneration and out of pocket expenses incurred, on pro rata basis. Kindly confirm.	this expenses & necessary incorporation of the clause of this essence need to be made while formulating the EPC tender.
	) k. K.	*	1 8. 8. 9. 9 9	· · · · · · · · · · · · · · · · · · ·
19	General	Outstation Visits	We understand that in case the Consultant is required to undertake outstation visits (outside Indore), the associated travelling /lodging /boarding expenses of Supervision Consultant team shall be borne by the Client.  Please confirm	obligation shall be made with due approval of the
20	General	Last date of submission	We understand that suitable time gap shall be provided to the bidders after the minutes of meeting/ clarification of queries are provided. We request you to kindly postpone the date of submission by 2 weeks from the date of receipt of clarifications from the client. Please extend and confirm.	

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SI. No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
21	Clause No. A.1.7 page no. 8 Bid Security	Rs.1250000/- (Rupees Twelve Lakhs Fifty Thousand only) Mode of payment of Bid Security	Request to amend the clause of Earnest Money Deposit (EMD) in line with Govt. of India guideline in letter no. F./9/4/2020-PPD dated 12th Nov 2020 extended till 2023.Bid from the bidder in place of Earnest Money Deposit (EMD) or also requesting you to consider Bid Security in the form of Bank Guarantee	banks subject to verification from issuing bank by the institute in the approved format shall be
22	Clause No. A.3.3 Page no. 10 Mode of payment of Bid Security	Bidder will have to deposite the Bid security through NEFT or RTGS only		
23	Technical Bid Stage-1:	(V) Average Annual Financial turnover of minimum of 30 Cr. Or more during last 3 Financial years 2018-19,2019-20, 2020-21, duly certified by practising chartered accountant with UDIN		30 Cr is the minimum average annual financial turnover for which 5 marks has been provisioned.
24	Technical Bid Stage-1:	cr (Incl GST) within specified time during the last seven		
25	3. TECHNICAL BID (STAGE-1), Sr. No iii, Page No 37	Achievement of having completed certified Institutional buildings/ multi-storied building/ group of certified buildings in a campus. (Certification of GRIHA/LEED for relevant category)	Please consider GRIHA Pre-Certification instead of completed certified	No Change in the stipulation of the tender.
26		As per Eligibility Criteria 1. Page no 34. I Institutional Buildings, II. Ancillary Buildings, III. Residential Facilities and 3. TECHNICAL BID (STAGE-1) project cost at completion minimum of Rs. 330 Crore as similar nature or work.	Our firm has already completed such types of work in different area's so, requesting to you for revise decrease project cost or amend No's of Works for Eligibility.	No Change in the stipulation of the tender.
27	Chapter-4 Manpower Schedule	stage of Group-VIII Project (tentatively first 3 months of	With the project cost of Rs. 625 lakhs i.e. Rs. 6.25 crores kindly reduce the number of staffs for the project so that we can effectively participate. As you have asked for minimum 26 staffs for 30 months.	No Change in the stipulation of the tender. Manpower deployment schedule is different for different phases of execution & not 26 for all 30 months. Chapter -4 can be referred in this regard. As far as project cost of 625 lakhs is concerned, it is no where mentioned in the tender instead it is the indicative estimated cost for Authority Engineer's job.

Sl. No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
28		Minimum number of Personnel to be deployed on site by Authority Engineer during actual execution stage of Group- VIII Project (during contract execution period of Phase-2) Total Number of Staff = 26 Pg - 27-28	**	/W
29		Minimum number of Personnel to be deployed on site by Authority Engineer during post construction stage of GroupVIII Project (tentatively for last three months of Phase-2 Total Number of Staff — 10. Pg - 29.		-
	3.1 The eligible bidder will be shortlisted by IIM Indore based on the marks obtained	scope (i.e, design, detail engineering, preparation of drawings, interpretation of drawings, modifying		Experience in PMC Contract is already included in the tender. However, tender doesn't speaks about SQC Inclusion.
31	8		Request to waive off LD clause for Consultancy services. These delays are attributable to the Contractor and PMC shall be highlighting delays by the contractor	
32	30	mutually.	For any absenteeism of the aforesaid respective manpower during the execution of the contract period, the deduction will be made as per the following rates on monthly basis (to be computed on per day basis of the respective absenteeism).  Remarks - The staff shall be allowed Leaves as per Indian Law i.e. Privilage Leaves and Sick/Casual Leaves. Replacement shall be provided if the Leave is a long leave beyond 7 days.	
33	10	Bid security	Request to consider Bid Security in BG instead of NEFT/RTGS	Bank Guarantee from any scheduled commercial banks subject to verification from issuing bank by the institute in the approved format shall be acceptable. The Validity period would be 45 days beyond the final bid validity period.
34	47	Bill payment clause	Request to remove the penalty clause/ recovery from performance guarantee/ security deposit.	No Change in the stipulation of the tender.

Sl. No.	Clause No. mentioned in wasc communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
35	52	DLP	Request to reconsider and remove clause pertaining to DLP:- Release of Security Deposit after 60days of completion of 12 months of DLP	No Change in the stipulation of the tender.
36	57	Point a,b,c and e to be reconsidered.	The Authority Engineer shall also not be entitled to any compensation:  a. On account of delay in commencing the Contract by the EPC Contractor.  b. On account of reduction in the scope of Contract.  c. On account of suspension of Contract or abandoned after award of Contract.  d. On account of delay attributable to Authority Engineer  e. On account of extension of Contract of EPC.  Any delays beyond the PMC's control shall be suitable considered	
37	4	Penalty clause	and paid accordingly.  1% per week max upto 10% to be removed.	No Change in the stipulation of the tender.
38	67		Authority Engineer shall be liable to a penalty @ 5 % (simple interest) per annum from the date of expiry of prescribed time limit which will be compounded on yearly basis Request to waive off penalty clause	No Change in the stipulation of the tender.
39	17	The quoted fee of this agreement will not be increased either due to increase in estimated cost or cost overrun of Group VIII project, extension of time or due to any reason whatsoever.		No Change in the stipulation of the tender.
40	81	BG Formats	The BG formats shall be mutually agreed since this also required Bank's confirmation on the format and conditions. This shall be communicated alongwith the Bid.	
41		Force Majeure - Addition of clause	The parties acknowledge that as of the effective date of this Agreement the COVID-19 global pandemic (the "Pandemic"), its effects, and responses to it (including but not limited to governmental and administrative orders, directives, and guidelines), may delay or otherwise adversely affect the Project, the performance of the Services, and the ability to meet budget and completion dates, and that any such effects are not within the reasonable control of JLL or reasonably foreseeable by it. The parties will continually monitor the Pandemic situation, liaise with each other over possible effects, and in good faith work together to seek to agree on accommodations, rescheduling, pricing adjustments and/or other measures to address, minimize, or (where possible) avoid such effects.	circumstances / events constituting force majeure. Decision in this regard shall be guided by the competent Authority of IIM Indore which shall be final & binding. No cost escalation shall be allowed in this regard.

SI. No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
42	57	Indemnity Clause	The Authority Engineer shall hold harmless and indemnify the IIM Indore, against any claims or liability because of personal injury including death of any employee of the Authority Engineer and arising out of or in consequence of the performance of this CONTRACT.  Only for - 3rd party direct claims	
43	-	Limitation of Liability	The language is proposed to be revised as follows (changes highlighted in (bracket)):	No Change in the stipulation of the tender.
			Limitation of the Consultant's Liability towards IIM Indore: (a) Except in case of (gross) negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to IIM Indore's property, shall not be liable to IIM Indore	
			(i) For any indirect or consequential loss or damage; (ii) for any direct loss or damage that exceeds:	
			(a) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultant hereunder, or	
			Clarification: The liability cap equal to 100% of the Professional Fee is proposed be all inclusive and independent of insurance proceeds.	
44	-	General note	The Authority Engineer will not undertake and does not represent,	No Change in the stipulation of the tender.
	*		directly or otherwise, that it is qualified to or will undertake, any services or provide advice of a legal, financial, tax or insurance nature; Client must at all times seek its own legal, financial, tax or insurance advice as it deems appropriate.	1
45		Legal Comments on Contract	Comments from Legal team shall be informed alongwith Submission of Offer	No Change in the stipulation of the tender 8 conditional bid will not be accepted.
46		Submission Date	Request you to please extend the same till 12th May'22	No Change in the stipulation of the tender.
	shortlisted by IIM Indore based on the marks	Completed consultancy contracts (AE) of similar scope (i.e, design, detail engineering, preparation of drawings, interpretation of drawings, modifying drawings where necessary, preparation of estimates, checking estimates as per	f	Experience in AE & PMC Contract is already included in the tender. However, tender doesn's speaks about SQC Inclusion.
	mentioned parameters.	drawing, supervision / monitoring / fortnightly progress review/ project overal management till completion/ bill checking 8		

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SI. No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
48		recommending for payment etc complete ensuring quality & safety at works) for EPC/PMC contracts of similar nature & value having project cost at completion minimum of Rs. 330 Crore (including GST).	Crore (including GST) to Rs. 200 crore project each.	No Change in the stipulation of the tender.
	The eligible bidder will be shortlisted by IIM Indore based on the marks under mentioned	5 marks for each of the Consultancy Services for Supervision of Construction Project jobs undertaken for similar projects having minimum value of Rs. 330 crores (including GST) 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.	completion minimum of Rs. 330 Crore (including GST) to Rs. 200 crore proiect each.	No Change in the stipulation of the tender.
50	Estimated cost Pg- 6	Rs. 625 Lakhs (Excluding GST)	Kindly clarify whether Rs. 625 lakhs is consultancy fee. And if it is the consultancy fee then please specify the approx project cost.	Rs. 625 lakhs is an indicative estimated cost for Authority Engineer's job. Derivation of project cost is under the scope of Authority Engineer.
51	Chapter-4 Manpower Schedule	A. Minimum number of Personnel to be deployed on site by Authority Engineer during planning stage of Group-VIII Project (tentatively first 3 months of the contract period or the date of start of actual execution of Group-VIII. Project whichever is earlier.  Total Number of staff = 10  Minimum number of Personnel to be deployed on site by Authority Engineer during actual execution stage of Group-VIII. Project (during contract execution period of Phase-2)  Total Number of staff = 26  Minimum number of Personnel to be deployed on site by Authority Engineer during post construction stage of Group  VIII. Project (tentatively for last three months of Phase-2)  Total Number of staff = 10		Successful bidder has to deploy minimum manpower as per the manpower schedule mentioned in chapter-4 of the tender. Conditional tender will not be accepted.

Sl. No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
52	Pg No 10 Point - A.3.3	or RTGS only. Other instruments are not accepted on this account	the laws	banks subject to verification from issuing bank by the institute in the approved format shall be acceptable. The Validity period would be 45 days beyond the final bid validity period.
53	Pg No 31 Note:- Point No 9	their permanent staff as possible. A retainer will be getting only 60% weightage. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice	Request to Please Consider the key staff who are ready for assignment. Kindly consider experts with required qualification of experience who are associated with bidder and have an extended and stable working relation. We will provide consent letter from expert regarding their availability for entire duration of Project, thus we request you to kindly waive of the submission of FORM 16 of Key Staff	
54	Pg No 36 Point No 1 & 3	with project cost of 330 cr I. Institutional Buildings • Academic/ Training/ Resource	Request to consider the work completion of Hospital Buildings, Parking Plaza, Townships, Commercial buildings, Airport with Infrastructure facilities or Any other Civil Infrastructure project of project cost around 125 cr in last 10 Years. Also Requesting to consider OnGoing Projects.	
55	Pg No 26 Point No A	Manpower Schedule	Request to clarify the Exact Key Personnel CV's required for Technical Evaluation	CVs of all the manpower as per the stipulation of tender is required for Technical Evaluation.
56	Pg No 88.	Process of CV Evaluation	Kindly provide detail evaluation criteria for Key Personnel with nos, project cost of eligible assignment	Process of CV Evaluation is detailed at Page No. 88 of the tender.
57	Pg No 6- A.1	Project Cost Not Mentioned	Request to Please mention the Project Cost.	Derivation of project cost is under the scope of Authority Engineer.
58	Pg No 21, Point No C-16	Joint Venture, subletting, sub-contracting, outsourcing is	Requesting for JV to be allowed	No Change in the stipulation of the tender.
	Corrigendum-1	Date of Submission of Bid- 28-04-2022 at 3 PM	Request to Extend the Date of Submission by 15 Days i.e 13-05-2022	No Change in the stipulation of the tender.
60	Others		Compensation should be replaced with KPI	No Change in the stipulation of the tender.

SI. No.	Clause No. mentioned in communications of prospective bidders	Page No. mentioned in communications of prospective bidders	Subject mentioned in communications of prospective bidders	Clarification/ Response by IIM Indore
61	Others		Bank Guarantee from Private Banks may also be allowed along with nationalized Bank in case of Performance Guarantee & Security Deposit.	
62	Others		Man power over & above the requirement stipulated in the tender vide chapter - 4 "Manpower Schedule" can be deployed or not	Man power Schedule mentioned in chapter - 4 of the tender is the minimum requirement. Successful bidder is free to deploy manpower over & above to this stipulation. But no extra fee other than the quoted rate shall be admissible or paid in this regard.
63	Others		Establishment of Site office for Authority Engineer to be given in the scope of EPC Contractor.	No Change in the stipulation of the tender.

## Format of Bank Guarantee for Bid Security

Beneficiary: Indian Institute of Management Indore (hereinafter referred to as Beneficiary)

Date: .... [Insert date of issue of BG] ......

BANK GUARANTEE No.: ... [Insert guarantee number] ...

BANK GUARANTEE Amount: Rs. 12,50,000 [Rupees Twelve Lakh Fifty Thousand Only]

Name/ no. of RFP: REQUEST FOR PROPOSAL FOR APPOINTMENT OF AUTHORITY ENGINEER FOR CONSTRUCTION MANAGEMENT OF GROUP VIII PROJECTS COMPRISING OF MULTISTOREY HOSTEL BLOCKS, ACADEMIC BUILDING, FACULTY OFFICES & APARTMENTS AND OTHER ASSOCIATED INFRASTRUCTURES AT IIM INDORE vide NIT No. IIMI/Project/04/2022/126 File No. 471.

Applicant / Bidder: ... [Insert Bidder Name and Address] ...

Guarantor: .... [Insert name and address of the issuing Bank] ....

Whereas Applicant / Bidder is willing to submit its bid against above referred RFP, and as per RFP conditions, Applicant is required to submit a Bank Guarantee as bid security. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rs. 12,50,000 [Rupees Twelve Lakh Fifty Thousand Only]

## THE CONDITIONS OF THIS OBLIGATION ARE:

- 1. If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.
- 2. If the Bidder having been notified of the acceptance of his bid by the beneficiary during the period of its validity.
- a. If the Bidder fails to furnish the Performance Security for the due performance of the contract, and/ or
- b. Fails or refuses to execute the contract, and/ or
- 3. Contravenes any other RFP condition of the referred notified RFP having implications related to bid security.

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, unconditionally and without demur, protest or reservation, and without reference to the applicant/bidder and without the Beneficiary having to substantiate its demand, provided that in its demand the Beneficiary will note that the amount claimed by it is due to or owing to the occurrence of one or more of the above conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the above date.

Dated
For
(Indicate the name of the Bank Signature
Name of the Officer
Designation of the officer
Code no
Name of the Bank and Branch