



सिद्धिमूलं प्रबन्धनम्  
भा. प्र. सं. इन्दौर  
IIM INDORE

# भारतीय प्रबंध संस्थान इंदौर

## INDIAN INSTITUTE OF MANAGEMENT INDORE

प्रबंध शिखर, राउ पीथमपुर रोड, इंदौर - 453556 (म. प्र.) भारत  
Prabandh Shikhar, Rau-Pithampur Road, Indore - 453556 (M.P.), India  
Ph. 0731-2439620/618, Email: estatecivil@iimidr.ac.in

इ-टेंडर नोटिस न. E-Tender Notice No.  
IIMI/Estate/06/2022/96 File No. 346

तकनीकी व्यावसायिक प्रक्रिया  
TECHNO COMMERCIAL PROPOSAL

Name of Work: “Construction of ventilators (495 Nos) in hostels SR-7, SR-08, SR-09, SR-10, SR-15 & SR-17 for Wi-Fi signal at IIM Indore”

Tender Inviting Authority

**ई - निविदा आमंत्रण सूचना/ NOTICE INVITING E-TENDER**

Ref: E-Tender Notice No. IIMI/Estate/06/2022/96 File No. 346

आईआईएम इंदौर निविदा दस्तावेज में उल्लिखित पात्रता मानदंड के अनुसार पात्र बोलीदाताओं से आईआईएम इंदौर में उल्लिखित कार्य के लिए ई-प्रोक्योरमेंट पोर्टल <https://mhrd.euniwizarde.com> के माध्यम से ऑनलाइन आइटम दर निविदा आमंत्रित करता है। विवरण नीचे दिया गया है:

IIM Indore invites online item rate tender through e-procurement portal of MHRD i.e. <https://mhrd.euniwizarde.com> the under mentioned work at IIM Indore from the bidders eligible as per the eligibility criteria mentioned in the tender document. The details are given below:

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

<b>A.1.1</b>	NIT No. : IIMI/Estate/06/2022/96 File No. 346	
<b>A.1.2</b>	About the Institute	IIM Indore is located on Rau Pithampur Road, 25 km away from main city centre. Our is an ethical Institution and we believe in transparency in every facets of work. There is least interference other than quality assurance and timely delivery. There is no need to interact with anyone other than concerned engineer. No material will be allowed to enter the campus from Security gate without passing the same by concerned engineer following technical specifications of the tender. There will be joint measurement of works when completed and bill will be submitted after the joint measurement is accepted. The payment will be made online without any contact with anybody. Strict quality control will be ensured for the job to be executed as per technical specification and make/brand of materials (in case of any brand or its equivalent specified, sample have to approved in advance ).
<b>A.1.3</b>	कार्य का नाम Name of Work	“Construction of ventilators (495 Nos) in hostels SR-7, SR-08, SR-09, SR-10, SR-15 & SR-17 for Wi-Fi signal at IIM Indore”
<b>A.1.4</b>	निविदा की प्राकल्पित राशि (गुड्स एंड सर्विस टैक्स को छोड़कर) Estimated Cost Put to Tender (Including Goods & Service Tax)	Rs. 16,17,541/- (Rupees Sixteen Lakhs Seventeen Thousand Five Hundred Forty One Only) Including GST

<b>A.1.5</b>	ईएमडी Earnest Money Deposit (EMD) (in Rs.)	<b>Rs. 32,351/-</b> (Rs. Thirty Two Thousand Three Hundred Fifty One Only) by e-payment through electronic mode (NEFT/ RTGS)
<b>A.1.6</b>	समापन की अवधि Completion period	<b>45 Days</b>
<b>A.1.7</b>	देरी के लिए दंड Penalty for delay	यह अत्यंत आवश्यक कार्य है, इसे 45 दिनों के भीतर पूरा करना सुनिश्चित किया जाना चाहिए, जिसमें विफल रहने पर प्रति सप्ताह अनुबंध मूल्य के 5% की दर से जुर्माना देय होगा।  This being extremely urgent job, completion must be ensured within 45 days, failing which penalty @ 5% of contract value per week will be payable.
<b>A.1.8</b>	निविदा जमा करने की विधि Mode of submission of tender	केवल ऑन-लाइन मोड On-Line mode only

## **A.2 प्रमुख घटनाएँ और तिथियाँ Key Events and Dates**

<b>A.2.1</b>	प्रकाशित करने का दिनांक Publishing Date	<b>April 29, 2022</b>
<b>A.2.2</b>	Pre-Bid Meeting	<b>No pre-bid meeting required. Instead of pre-bid meeting, interested bidder are advised to visit the Institute &amp; inspect the scope before participate in tender You have to request for entry permission in advance through email on <a href="mailto:estatecivil@iimidr.ac.in">estatecivil@iimidr.ac.in</a> (contact number 0731-2439618)</b>
<b>A.2.3</b>	दस्तावेज सहित निविदा के ऑनलाइन जमा करने की अंतिम तिथि और समय Last date and time of closing of uploading/online submission of tender	<b>Upto 02:30 PM of May 13, 2022</b>
<b>A.2.4</b>	तकनीकी बोली के ऑनलाइन खोलने की तिथि और समय Date & Time of online opening of technical bid	<b>03:30 PM of May 13, 2022</b>
<b>A.2.5</b>	योग्य बोलीदाताओं की वित्तीय बोली खोलने की तिथि और समय Date and Time of opening of financial bid of qualified bidders	बाद में सूचित किया जाएगा <b>Will be notified later</b>

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

<b>A.3.1</b>	प्रतिभूति जमा Security Deposit	2.5% चल बिल और अंतिम बिल से वसूल की जावेगी 2.5% to be recovered from running bills & final bill
<b>A.3.2</b>	परफॉर्मन्स गारंटी Performance Guarantee	बोली की स्वीकृति पर निविदा मूल्य का 3 (THREE)% 3 (THREE)% of tendered value on acceptance of bid (Ref. Notification no. No. F.9/4/2020-PPD dated December 30, 2021 of Ministry of Finance Department of Expenditure)
<b>A.3.3</b>	बोली की वैधता Bid Validity	निविदा खोलने की तिथि से 90 दिन 90 Days from the date of opening of tender

## **B. Guidelines for Online Bid Submission Through e-Wizard (As per the requirement given to IIM Indore by e-Wizard)**

### **B.1 Instructions for Online Bid Submission through MHRD e-Bidding Portal:**

The bidders are required to submit soft copies of their bids electronically on the e-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal <https://mhrd.euniwizarde.com>, prepare their bids in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://mhrd.euniwizarde.com>

### **B.2 REGISTRATION**

1. Bidders are required to enroll on the e-Procurement Portal (<https://mhrd.euniwizarde.com>) by clicking on the link “Bidder Enrollment” on the e-wizard Portal by paying the **non-refundable Registration fee of Rs. 2000/- plus GST per year charge.**
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on portal.

For any Query contact to our helpdesk Number 011-49606060, Email: [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com), Mr. Siddharth Ghosh 09355030604.

### **B.3 SEARCHING FOR BIDDING DOCUMENTS**

1. There are various search options built in the e-bid Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Item/work id, Title, Date, etc
2. Once the bidders have selected the bids they are interested in, the bidder can pay the **non-refundable tender processing fee i.e. Rs. 1908 /- (Rupees One Thousand Nine hundred Eight Only) (including GST) in the favor of M/s ITI Ltd.** by net-banking / Debit / Credit card and then download the required documents / bid schedules, Bid documents etc as mentioned on website. Once processing fee is paid, it will be moved to the respective

“requested” Tab. This would enable the e-bid Portal to intimate the bidders through e-mail in case there is any addendum and corrigendum issued to the bidding document.

#### **B.4 PREPARATION OF BIDS**

1. Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids only on e-procurement portal ( <https://mhrd.euniwizarde.com>).
2. Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **B.4 SUBMISSION OF BIDS**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
3. Bidder has to select the payment option as “Online mode or Bank Guarantee” as to pay the EMD as applicable and enter details of the instrument.
4. In case of Bank Guarantee scanned copy of BG should be uploaded along with bid. The original Bank Guarantee shall be submitted to office of the concerned official as per schedule mentioned in the bid document. Non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be

- changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
  8. The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
  9. Upon the successful and timely submission of bid click “Complete“ (i.e. after Clicking “Submit” in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
  10. The bid summary has to be printed and kept as an acknowledgement of bid submission.

## **B.5 ASSISTANCE TO BIDDERS**

For any Query contact to our helpdesk Number 011-49606060, Email [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) , Mr. Siddharth 09355030604. 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.

## C. Other information and terms & conditions

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



**C.9 Mode of payment of EMD: Bidders may deposit the EMD through NEFT or RTGS. Details for the same are as below:**

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

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

**C.10 TAXES: -**

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

**C.11** The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by manual for procurement of works from ministry of finance & department of expenditure of Govt. of India, relevant CPWD guidelines, manual, specifications / BIS / IS/ Other Central / State Govt. norms applicable for IIM Indore & as prescribed by the OEM and the decision in this regard will be guided by the decision of the respective authority (Director/ Chief Engineer as per applicability) of IIM Indore which shall be final and binding to the contractor.

**C.12** Tender documents may be downloaded from IIM Indore's website/ CPPP e-Publishing portal free of cost.

**C.13** Tenders and supporting documents should be uploaded through eprocurement portal i.e. e-Wizard only. Hard copy of the tender documents will not be accepted.

- C.13** In the event of acceptance of a tender or as per the decision of the competent authority of IIM Indore, the documents submitted by the bidder/ successful bidder shall be verified with the originals before the award of work.
- C.14** On acceptance of the tender, the tenderer has to furnish a bar chart showing work completion schedule and submit it along with the performance security guarantee.
- C.15** The tenderer should not have been blacklisted or debarred by any Central/ State/ Autonomous/ Public Agency during last three financial years. In case blacklisted/ debarred bidder fills/ submits the bid/ being successful in bidding process awarded the job or during the execution of job the fact of being blacklisted/ debarred surfaced then the
- Bid (during the bidding process) will be considered as invalid &
  - During the execution, if surfaced, then the contract will be liable to be terminated

## D. Bidder Qualification Criteria

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

1. **Work Experience:** Experience of having successfully completed **civil work** during the last 7 years ending previous day of last date of submission of tenders as under:
  - One similar work of value not less than **Rs. 12,94,033/-**
  - OR**
  - Two similar works, each of value not less than **Rs. 9,70,525/-,**
  - OR**
  - Three similar works, each of value not less than **Rs. 6,47,016/-,**

**Note i: Similar work means “civil work”**

ii: The completion certificate issued from clients should indicate the date of commencement, period of completion- stipulated & actual, awarded cost & cost at completion, quality of work done etc.

2. **Certificates:** (scanned copy of original certificates to be uploaded)
  - 2.1 PAN (Permanent Account Number)
  - 2.2 GST (Goods & Service Tax) Registration Certificate (in Active status)
  - 2.3 E-payment details towards EMD.

**Important Note:**

- a. **Past performance in IIM Indore:** Bidder, whose past performance in jobs carried out in IIMI, is found to be unsatisfactory, will be disqualified technically even though they may meet the other technical/eligibility criteria.
- b. Joint Ventures are not allowed.

## **E. List of Documents to be scanned and uploaded**

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

### **For Cover-1:**

- I. NIT Document duly sign & sealed.
- II. Certificates of Work Experience: Experience of having successfully completed works during the last 7 years ending previous day of last date of submission.
- III. Certification of Incorporation/ Registration of firm
- IV. PAN (Permanent Account Number)
- V. GST (Goods and Services Tax) Registration Certificate
- VI. E-payment details towards EMD.
- VII. IT Returns for the FY 2018-19, 2019-20, 2020-21
- VIII. EPF & ESI registration certificates (if applicable)
- IX. Aadhar card of the person who will sign the agreement

### **For Cover-2:**

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

## **F. General Instructions to Tenderers**

### **1. Scope of Work**

The scope of work shall include the following.

- (i) Dismantling of brickwork above the wall.
  - (ii) Brickwork and plaster for repair.
  - (iii) Providing and fixing aluminium ventilators/louvers, supply & fixing of glass strip.
  - (iv) Touch-up with paint
2. The Tenderer shall get acquainted with the location of the sites and carefully check the specifications and shall satisfy himself that the material / items offered is complying with the IIM Indore's requirements and specifications laid down in the tender document or as per the direction of Engineer-in-Charge.
  3. GCC MAINTENANCE WORKS 2020 as per CPWD shall be followed (Clause 10B, 10C, 10CC is not applicable of respective GCC).
  4. Defect Liability Period should be 1 year from the actual date of completion of work
  5. Deviated quantity upto 50% of BOQ item or any item which is not available in the BOQ shall be paid as per DSR 2021 rates. If it is not available in BOQ & DSR 2021 then extra item shall be worked out as market rate analysis. The decision of Engineer-in-charge will be conclusive and final binding on the contractor.
  6. Deviation in quantity will be applicable upto 50% as per actual requirement of the site/ front availability.
  7. As per clause 32 of GCC successful bidder will have depute a principle technical representative as Graduate Engineer with minimum 2 year experience/ Diploma holder with minimum 5 year experience in Civil Engineering stream. Rate of Rs. 15000/- per month at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32 of GCC.
- ### **8. Inspection of materials/work at site**
- The IIM Indore's engineer and /or his representative shall inspect the materials at site after delivery before the same is used in the work. The IIM's engineer and /or his representative shall have free and full access at any time during execution of the contract to the contractor's works or site. In case of execution of work for the aforesaid purpose, and IIM's engineer may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the IIM Indore's Engineer.
- ### **9. The IIM Indore's Engineer shall have the power-**
- i) To reject the whole/part of the items & materials tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
  - ii) To mark the rejected items / materials or parts with a rejection mark so that it may easily be identified if re-submitted.

## 10. Maintenance & Guarantee/ Warrantee:

- a. During the Defect Liability Period, IIM Indore reserve the right to cross check the performance of any item / material with the minimum performance levels specified in the specifications.
- b. Any damage of the existing structure, building etc. made by the successful bidder during execution of this work shall be made good as it was at his own cost & risk and to the satisfaction of Engineer-in-Charge.

## G. Terms of Payment

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

- 1) Payment shall be made under actual measurement.
- 2) The contractor shall also submit to the department his computerized Abstract and Measurement Book.
- 3) RA bill/final bill will be paid based on actual measurement at site.
- 4) Contractor should get registered under GST and tax as applicable as per the extant order on the subject contract shall be paid by the contractor to concerned department which will be reimbursed/paid by the Institute as per the recommendation of Finance & Accounts department of the Institute & the same will be final & binding to the contractor.
- 5) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
- 6) Any other taxes/cess as per government directives shall be deducted from bill paid to the contractor from time to time.
- 7) The performance guarantee shall be refunded to the contractor 60 days after the completion of the work/service and recording of the completion certificate as above.
- 8) Security Deposit will be released after completion of DLP period.
- 9) Payment to be made online to vendor's bank account. Vendor must give details of the bank account for online transaction of payment after completion of job to the satisfaction of institute representative.

## H. Integrity Pact

### INTEGRITY PACT

To,

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

**Sub: NIT No. IIMI/Estate/06/2022/96 File No. 346 for the work of “Construction of ventilators (495 Nos) in hostels SR-7, SR-08, SR-09, SR-10, SR-15 & SR-17 for Wi-Fi signal at IIM Indore.”**

Dear Sir,

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

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

Yours faithfully

Chief Engineer

# INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of ..... 2022  
**BETWEEN**

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

**AND**

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

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

**Preamble**

**WHEREAS** the Principal / Owner has floated the Tender ..... (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Construction of ventilators (495 Nos) in hostels SR-7, SR-08, SR-09, SR-10, SR-15 & SR-17 for Wi-Fi signal at IIM Indore.” hereinafter referred to as the “Contract”.

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

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

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

**Article 1: Commitment of the Principal/Owner**

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

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



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

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

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

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

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Indore / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

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

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any.

Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIM Indore interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the

Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Indore.

**Article 7- Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1.....  
(Signature, name and address)

2.....  
(Signature, name and address) Place: Dated:

## I. Agreement

### Format for Agreement

THIS AGREEMENT made at Indore on the \_\_\_\_ day of \_\_\_\_ 2022 between **Indian Institute of Management Indore Rau- Pithampur Road, Indore** (hereinafter called "The IIM INDORE" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part AND \_\_\_\_\_

\_\_\_\_\_ (herein after called "The Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS

The IIM INDORE is desirous of carrying out the work of "Construction of ventilators (495 Nos) in hostels SR-7, SR-08, SR-09, SR-10, SR-15 & SR-17 for Wi-Fi signal at IIM Indore" issued vide NIT No.: .....

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM INDORE to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown upon the said Drawings strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexure-1 hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.
3. The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.

4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a contract on item rate basis to be carried out and to be paid for according to the Schedule of Payments at the rates contained in the Schedule of Quantities.
5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer-In-charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
6. The IIM INDORE reserves to themselves the right of altering the drawings and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work as mentioned in LOI/ work order and shall complete the entire work within the stipulated time limit.
8. All payments by the IIM INDORE under this contract shall be made through online mode.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in respect of IIM Indore and Director IIM Indore only shall have jurisdiction to determine the same.
10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of the Engineer-in-charge IIM INDORE.
11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM INDORE and the duplicate with the Contractor.
12. The Engineer-in-Charge may, without prejudice to his any other right or remedy against the contractor in respect of any delay, non-commencement, inferior workmanship, any claim for damages and/ or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing determine/ repudiate the contract.

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

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

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

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

Signature:

Name:

Designation:

IN THE PRESENCE OF

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Address:

## J. Technical Specifications & Approved Makes

### 1. General

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

### 2. List Of Approved Make / Materials In Order of Civil

<b>S.No</b>	<b>Material</b>	<b>Manufacturer/Brand Name</b>
1	Cement	JK/ Ambuja / Ultratech or equivalent as approved
2	Aluminium sections	Jindal, Hindalco, Gujarat extrusion or Equivalent as approved
3	Paint	Asian/Dulux or equivalent as approved
4	All other materials	As approved by the Engineer-in-Charge



**K. FINANCIAL BID****FINANCIAL BID**

Tender No. IIMI/Estate/06/2022/96 File No. 346

Name of Work: Construction of ventilators (495 Nos) in hostels SR-7, SR-08, SR-09, SR-10, SR-15 &amp; SR-17 for Wi-Fi signal at IIM Indore

**Financial Bid**

Name of the Firm					
Address of the Firm					
Phone/Mobile no.					
E-Mail ID					
Item No	Item Description	Unit	Qty	Rate (Including GST)	Amount
1	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	Cum	41.40		0
2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:4 (1 cement : 4 coarse sand	Cum	10.00		0
3	12mm thick plaster in 1:4 mortar with coarse sand	Sqm	559.00		0
4	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm)	Sqm	180.00		0
5	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733	Kg	1040.00		0

	and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :For fixed portion Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)				
6	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	Kg	962.00		0
7	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications: Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr /10 sqm	Sqm	559.00		0
<b>Total Amount in Rs. (Including GST)</b>				<b>0</b>	

**Note:**

1. The Financial Bid is to be filled through e-procurement portal namely e-Wizard through <https://mhrd.euniwizarde.com>
2. Any other mode of bid submission will not be accepted.

Tender Inviting Authority