सिद्धिमूलं प्रबन्धनम्
भा. प्र. सं. इन्दौर
IIM INDORE

भारतीय प्रबंध संस्थान इंदौर
INDIAN INSTITUTE OF MANAGEMENT INDORE

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इ-टेंडर नोटिस न. E-Tender Notice No.
IIMI/Estate/11/2025/243 file no. 543
तकनीकी व्यावसायिक प्रक्रिया
TECHNO COMMERCIAL PROPOSAL

Name of Work: - "Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore"

13/5/25
Tender Inviting Authority

प्रमाणित किया जाता है कि एनआईटी दस्तावेज़ में क्रमिक रूप से 1 से 40 तक 40 पृष्ठ हैं
Certified that the NIT Document contains 40 pages serially numbered from 1 to 40

भारतीय प्रबंध संस्थान इंदौर
INDIAN INSTITUTE OF MANAGEMENT INDORE

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दिनांक /Dated: May 13, 2025

ई - निविदा आमंत्रण सूचना/ NOTICE INVITING E-TENDER

Ref: E-Tender Notice No. IIMI/Estate/11/2025/243 file no. 543

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

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

A. महत्वपूर्ण घटनाओं / गतिविधियों की अनुसूची Schedule of Important Events / Activities

A.1 बोली से संबंधित जानकारी Information Related to Bid

A.1.1	NIT No.: **IIMI/Estate/11/2025/243 file no. 543**	
A.1.2	About the Institute	IIM Indore is located on Rau Pithampur Road, 25 km away from main city centre. Our is an ethical Institution and we believe in transparency in every facets of work. There is least interference other than quality assurance and timely delivery. There is no need to interact with anyone other than concerned engineer. No material will be allowed to enter the campus from Security gate without passing the same by concerned engineer following technical specifications of the tender. There will be joint measurement of works when completed and bill will be submitted after the joint measurement is accepted. The payment will be made online without any contact with anybody. Strict quality control will be ensured for the job to be executed as per technical specification and make/brand of materials (in case of any brand or its equivalent specified, sample have to approved in advance).
A.1.3	कार्य का नाम Name of Work	**"Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore"**
A.1.4	निविदा की प्राक्क्लित राशि (गुड्स एंड सर्विस टैक्सको छोड़कर) Estimated Cost Put to Tender (Excluding Goods & Service Tax)	**Rs. 7,66,190/- (Rupees Seven Lakh Sixty-Six Thousand One Hundred and Ninety only)**

A.1.5	ईएमडी Earnest Money Deposit (EMD) (in Rs.)	**Rs. 15,324/- (Rupees Fifteen Thousand Three Hundred Twenty-Four Only) by e-payment through electronic mode (NEFT/ RTGS).** Bank Detail is given below: **Name of Beneficiary: Indian Institute of Management Indore** **Account No.: 53018623445** **Name of the Bank: State Bank of India** **IFSC Code: SBIN0030525** Bidders will have to upload scanned copy of Payment details towards cost of EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute. **Note:** 1. EMD shall be refunded after the selection process is over. 2. Normally in case of unsuccessful bidders it gets refunded on or before the 30th day after the award of the contract. 3. The EMD deposited along with bid by the successful bidder shall be returned after receiving the requisite performance guarantee. 4. EMD may be forfeited • if any bidder withdraw or modify their Bids during the period of validity, or • if the successful bidder after being awarded the contract, fail to sign the contract, or to submit a performance Guarantee before the deadline defined in the NIT or as per the instruction of IIM Indore, whichever is later. In this case the action of forfeiture shall be undertaken without any notice. Also, the bidder shall not be allowed to participate in the re-tendering process of the services. Along with the aforesaid, they will be suspended for the period of two years from being eligible to submit Bids for contracts with the IIM Indore.
A.1.6	समापन की अवधि Completion period	**10 Days**
A.1.7	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

A.2.1	प्रकाशित करने का दिनांक Publishing Date	May 13, 2025
A.2.2	Pre-Bid Meeting	No pre-bid meeting required. Instead of pre-bid meeting, interested bidder are advised to visit the Institute to understand the scope before participating in tender. You have to request for entry permission in advance through email on estatecivil@iimidr.ac.in (contact number 0731-2439618)
A.2.3	दस्तावेज सहित निविदा के ऑनलाइन जमा करने की अंतिम तिथि और समय Last date and time of closing of uploading/online submission of tender	May 19, 2025, up to 03:00 PM
A.2.4	तकनीकी बोली के ऑनलाइन खोलने की तिथि और समय Date & Time of online opening of technical bid	May 20, 2025, at 03:30 PM
A.2.5	योग्य बोलीदाताओं की वित्तीय बोली खोलने की तिथि और समय Date and Time of opening of financial bid of qualified bidders	बाद में सूचित किया जाएगा Will be notified later

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

A.3.1	प्रतिभूति जमा Security Deposit	चालू बिलों और अंतिम बिल से 5% की वसूली की जाएगी जो दोष देयता अवधि के पूरा होने के बाद जारी की जाएगी। 5 (Five) % to be recovered from running bills & final bill which shall be released after the completion of Defect liability period of 1 year after actual completion of work.
A.3.2	परफॉर्मन्स गारंटी Performance Guarantee	**5 (Five) % of tendered value to be submitted within 3 days after issuances of LOI/LOC.** The performance guarantee may be submitted in the form of bank guarantee OR demand draft OR fixed deposit receipt from a scheduled bank OR NEFT OR RTGS which shall be refunded after 60 days of completion of work as per complete scope of this NIT/issue of completion certificate whichever is later.
A.3.3	बोली की वैधता Bid Validity	निविदा खोलने की तिथि से 90 दिन 90 Days from the date of opening of tender
A.3.4	चयन की विधि Method of Selection	Two Bid System.
A.3.5	Maintaining the cleanliness at the site	Contractor has to maintain the cleanliness at the site to the level instructed by the Engineer-in-Charge. Negligence in this essence shall attract penal provision as decided by Engineer-in-Charge.

B. Guidelines for Online Bid Submission Through CPPP

B.1 It is mandatory for all the applicants to have class II or III digital signature certification from licensed certifying agency like NIC, MTNL, e-mudra, TCS, safe scrypt, GNFC etc.

B.2 Detailed NIT can be viewed free of cost on IIM Indore website under the URL http://www.iimidr.ac.in/tenders/ . Schedule of quantities (Financial bid form) can be downloaded only from https://eprocure.gov.in/eprocure/app. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.

B.3 The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.

B.4 The applicant have to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents form the e-tendering portal https://eprocure.gov.in/eprocure/app.

B.5 Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. IIM Indore will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.

B.6 Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.

B.7 Information and Instructions for bidders posted on website shall form part of bid document.

B.8 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website https://eprocure.gov.in/eprocure/app free of cost.

B.9 Those contractors / vendors not registered on the website mentioned above, are required to get registered beforehand. If needed the intending bidders may get acquainted with the process online from the www.eprocure.gov.in site itself.

B.10 On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

B.11 Contractor can upload documents in the form of JPG format and PDF format.

B.12 The price bid format is provided in a spread sheet file like BOQ price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

B.13 Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO) although the item have to be executed as per scope of contract.

B.14 The technical bid will be opened online first on due date and time as mentioned

above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.

B.15 Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website https://eprocure.gov.in/eprocure/app at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

B.16 If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

B.17 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

B.18 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

B.19 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.

B.20 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

C. Other information and terms & conditions

C.1 The bid submitted shall become invalid:

- If the bidder is found ineligible.
- If any of the bidder put his quoted rates (as in financial bid document) in the envelope of Cover-I: Technical Bid.
- If the documents submitted by the successful bidder does not match with the originals before the award of work.

C.2 However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only within a week physically in the office of the "Chief Officer Engineering, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).

C.3 IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE.

C.4 The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

C.5 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

C.6 The competent authority on behalf of the Director, IIM Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

C.7 *The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of technical bid.* If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIM Indore shall, without prejudice to any other right or remedy, be at liberty to suspend the bidder for two years.

C.8 This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- The Notice Inviting Bid, all the documents including additional conditions, specifications, General Conditions of Contract and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- Any other Standard C.P.W.D. Form /other forms as applicable/ mentioned.

C.9 TAXES: -

i) **The Contractor should get registered under GST and tax as applicable as per the extant order on the subject work shall be paid by the contractor to concerned department. Which will be reimbursed by the Institute as per the recommendation of Finance &**

Accounts department of the Institute & the same will be final & binding to the contractor.

ii) The quote should exclude the GST but include 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.10 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 Officer Engineering as per applicability) of IIM Indore which shall be final and binding to the contractor.

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

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

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

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

C.15 "Provision of Public Procurement (Preference to Make in India), Order 2017- Revision regarding" notification issued from the Ministry of Commerce and Industry, Department for promotion of industry and internal Trade (Public Procurement Section), Govt. Of India vide ref.no. P-45021/2/2017-PP (BE-II), dated 04th June 2020, will be applicable for this tender.

C.16 The tenderer should not have been blacklisted or debarred by any Central/ State/ Autonomous/ Public Agency during last three financial years. In case blacklisted/ debarred bidder fills/ submits the bid/ being successful in bidding process awarded the job or during the execution of job the fact of being blacklisted/ debarred surfaced then the

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

D. Eligibility Criteria, Evaluation and Selection of Contractor

A. <u>Minimum Eligibility Criteria: Prospective bidder should have the following for making oneself eligible for participation in the bidding process (Joint Ventures are not allowed):</u>

1. **Work Experience**: Experience of having successfully completed similar works during the last five years ending previous day of last date of submission of tenders (Joint Ventures are not allowed):

   One similar completed work costing not less than the amount equal to 80% i.e. **Rs. 6,12,952/-** of the estimated cost put to tender.

   OR

   Two similar completed works each costing not less than the amount equal to 60% i.e. **Rs. 4,59,714/-** of the estimated cost put to tender.

   OR

   Three similar completed works each costing not less than the amount equal to 40% i.e. **Rs. 3,06,476/-** of estimated cost put to tender.

   All amounts rounded off to a convenient full figure.

Note i: Similar work means "Bitumen Road 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, reason for delay (if any) etc.

2. **Solvency Certificate:** Valid solvency certificate of the amount equal to 40% of the Estimated Cost put to tender i.e. **Rs. 3,06,476/- (Rupees Three Lakh Six Thousand Four Hundred Seventy-Six Only)** (scanned copy of original certificate to be uploaded) (Date of issue should be during the period of this tender submission or else the validity period should be mentioned on the Solvency Certificate & this should cover up the tender submission period).
3. **Turnover:** Average financial turnover on construction works should be at least 50% i.e. **Rs. 3,83,095/- (Rupees Three Lakh Eighty-Three Thousand Ninety-Five Only)** of the estimated cost put to tender during last three consecutive financial years i.e. FY 2021-22, 2022-23, 2023-24, 2024-25 (scanned copy of original certificate from CA having UDIN Number to be uploaded).
4. **Profit/loss:** The bidder should not have incurred any loss (before tax) in more than two years during last five consecutive P&L accounts, duly audited & certified by Chartered Accountant.
5. **Certificates**: (scanned copy of original certificates to be uploaded)
   a. PAN (Permanent Account Number)
   b. GST (Goods & Service Tax) Registration Certificate (in Active status)
   c. EPF Registration Certificate
   d. ESI Registration Certificate
   e. E-payment details towards EMD.
6. **Past performance in IIM Indore:** Bidder, whose contract in IIM Indore has been- a. determined/ terminated due to contractor's inability to execute the work will be disqualified technically even though they may meet the other technical/eligibility criteria.

b. Delayed due to contractor's inability to execute the work, will be disqualified technically even though they may meet the other technical/eligibility criteria.

7. Self-certified copy of declaration regarding local contents for preference Make in India in the letter head of the company. (Refer notification ref.no. P-45021/2/2017-PP (BE-II), dated 04th June 2020 for "Provision of Public Procurement (Preference to Make in India), Order 2017- Revision regarding" notification issued from the Ministry of Commerce and Industry, Department for promotion of industry and internal Trade (Public Procurement Section), Govt. Of India.

"(The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide Self certification that the item offered meets the local content requirement for 'Class-I local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.)"

Important Note:

i. 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. E-payment details towards EMD.
II. NIT Document duly sign & sealed on each page to be scan and uploaded.
III. Certificates of Work Experience: Experience of having successfully completed similar works during the last five years ending previous day of last date of submission of tenders.
IV. Valid bank solvency certificate from a scheduled bank/commercial bank (With Validity mentioned in it).
V. Copy of CA certificate having UDIN number for average financial turnover to be uploaded.
VI. Audited copy of profit & loss account
VII. PAN (Permanent Account Number)
VIII. GST (Goods and Services Tax) Registration Certificate
IX. EPF registration certificate
X. ESI registration certificate
XI. Certification of Incorporation/ Registration of firm
XII. Latest IT Return
XIII. Power of Attorney for the person who will sign the agreement (if applicable)
XIV. Undertaking/ letter of Transmittal as per the format given at Annexure-1
XV. Bank Account details.
XVI. Undertaking for "Local Content certification" to be submitted in your company's letter head as per standard format prescribed in Annexure-3.
XVII. Declaration regarding pending cases (if any) of litigation, arbitration, debarment etc.

For Cover-2:

i) Schedule of Price Bid in the form of .xls to be filled only on the online portal of CPPP.

F. General Instructions to Tenderers

1. **Scope of Work**

   a. All works as detailed in Bill of Quantity and specifications complete as mentioned in the tender & as per the direction of Engineer-in-Charge.

   b. Any other work related to but not specifically mention above, required for completion of the job as per the intent and scope of work.

   c. The contractor shall get the samples of all the materials to be used, in the work, approved from Engineer-in-Charge before going for bulk procurement.

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

4. Any item which is not available in the BOQ shall be paid as per DSR 2023 rates. If any item is not available in BOQ & DSR 2023 then extra item shall be worked out as per market rate analysis. The decision of Engineer-in-charge will be conclusive and final binding on the contractor.

5. **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 IIMI'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 IIMI'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.

6. **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.

7. **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 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) Final bill/RA bill to be paid when submitted along with supporting documents. Payment shall be made under actual measurement
2) The contractor shall also submit to the department his computerized Abstract and Measurement Book.
3) 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.
4) Income Tax and cess as applicable shall be deducted from bill paid to the contractor.
5) Any other taxes/cess as per government directives shall be deducted from bill paid to the contractor from time to time.
6) The performance guarantee shall be refunded to the contractor after 60 days of completion of the work/service and recording of the completion certificate as above.
7) Security Deposit will be released after completion of DLP period of 1 year after actual completion of work.
8) Payment to be made online to vendor's bank account. Vendor must give details of the bank account for online transaction of payment after Submission of RA bill/Final bill duly certified by IIM to the institute representative.

Note:

- Contractors should have financial capability to finance the project on their own without waiting for RA Bill payment from IIM Indore to progress on job.
- No mobilisation advances shall be paid to the contractor.

H. Safety Codes

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

I. Fire Safety

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

J.	Integrity Pact

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No. **IIMI/Estate/11/2025/243 file no. 543 for the work of "Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore".**

Dear Sir,

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

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

Yours faithfully

Chief Officer Engineering

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of 2025
BETWEEN

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

AND

..... .
..... (Name and Address of the Individual/ firm/ Company)
Through .....
(Hereinafter referred to as the (Details of duly authorized signatory) **"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender IIMI/Estate/11/2025/243 file no. 543 (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract "Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach 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)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not

both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

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

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

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

Article 3: Consequences of Breach

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

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

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has

substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

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

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

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

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

Article 6- Duration of the Pact

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

Article 7- Other Provisions

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

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

(2) 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.

(3) 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.

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

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

2.....
(Signature, name and address)

Place:

Dated:

K. Agreement

Format for Agreement

THIS AGREEMENT made at Indore on the ____ day of _____ 2025 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 **"Repair work of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore" issued vide IIMI/Estate/11/2025/243 file no. 543.**

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:

L. 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

S. No.	Material	Manufacturer/ Brand Name
1	Bitumen (VG-30)	IOCL / HPCL / BPCL as approved by the Engineer-in-Charge
2	Bitumen Emulsion (IS:8887)	IOCL / HPCL / BPCL as approved by the Engineer-in-Charge
3	Thermoplastic Road Marking Paint (Retro-reflective)	Asian / Berger / 3M / Geveko / as approved by the Engineer-in-Charge
4	Crushed Aggregate for Seal Coat	Locally available crushed hard stone aggregate of approved quality
5	Glass Beads (for Road Marking)	Potters / Swarco / as approved by the Engineer-in-Charge
6	All other materials	As approved by the Engineer-in-Charge.

M. General Conditions of Contract

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

N. Proforma of Schedules

SCHEDULE "A"
Schedule of quantities - as per Financial Bid.

SCHEDULE 'B"
Schedule of materials to be issued to the contractor. - Deleted.

SCHEDULE "C"
Tools and plants to be hired to the contractor - Deleted.

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

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

Name of Work	**Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore**
Estimated Cost Put to Tender (Excluding Goods & Service Tax)	**Rs. 7,66,190/- (Rupees Seven Lakh Sixty-Six Thousand One Hundred Ninety only) Excl. GST**
EMD Amount	**Rs. 15,324/- (Rs. Fifteen Thousand Three Hundred and Twenty-Four Only)** by e-payment through electronic mode (NEFT/ RTGS).
Performance Guarantee	**5 (Five) %** of Awarded value
Security Deposit	**5 (Five) %** of RA Bill / Final Bill Value.

SCHEDULE "F"
General Rules & Directions

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

Definitions:

2(v)	Engineer-in-Charge	Chief Officer Engineering, IIM Indore
2(viii)	Accepting Authority	Director, IIM Indore
2(x)	Percentage on cost of materials and labour to	15%

	cover all overheads and profits	
2(xi)	Standard Schedule of Rates	CPWD DSR 2023 for Civil items and Market rates for Non-DSR Items.
2(xii)	Department	Estate Department, IIM Indore
9(ii)	Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected	Up to date.

Clause 1

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

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

Clause 2

i. Authority for fixing compensation under clause 2. : Director, IIM Indore

ii. Compensation for delay of work : 2% (two Percent) per month of delay to be computed on per day basis

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

Clause 2A

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

Clause 5

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

Total time allowed for completion of work: 10 (Ten) Days.

Authority to decide:

(i) Extension of time : Director, IIM Indore

(ii) Shifting of date of start in case of delay in handing over of site : Chief Officer Engineering, IIM Indore

Clause 7

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

Clause 10A

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

Clause 10 C - Deleted.

Clause 10 CC - Deleted

Clause 11

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

Clause 12

Type of work: **"Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore".**

12.2 & 12.3:

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

Clause 16

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

Clause 25

Resolution of Disputes and Disagreements

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

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

O. Special Conditions of Contract

1. The tenderer shall acquaint himself with the proposed site of work.
2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.

   (a) On account of delay in commencing the work by the contractor.

   (b) On account of reduction in the scope of work.

   (c) On account of suspension of work or abandoned after award of work.
3. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account. The contractor shall make his own arrangement for water suitable for construction.
4. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
5. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
6. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation and thereafter till the works are physically handed over to the department.
7. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favouring the Director, Indian Institute of Management Indore. Nothing extra on this account shall be payable to the contractor for maintaining such insurance Policy.
8. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.

9. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

10. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.

11. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.

12. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.

13. The contractor shall submit to the Engineer-in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.

14. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor.

15. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect representative and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.

16. In order to ensure quality of work during its execution, the Engineer-in-charge representative may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.

17. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge/ Architect. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge/ Architect, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However cement/steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications and will not be used till test certificates are obtained and approved by Engineer-in-Charge/ Architect.

18. The contractor shall supply free of charge the material required for testing. The cost of tests shall be borne by the contractor.

19. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated are for guidance only) The figures in the drawings shall be followed.

20. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.

21. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.

22. The rate shall be inclusive of making design, pattern and execution of work as per Architectural and structural drawings, at all levels and heights.

23. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish.

24. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.

25. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.

26. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.

27. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and firefighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge.

28. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work and also provide all other facilities for the labour employed to carry out the work as per direction of Engineer-in-Charge.

29. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts including public and gazetted holidays and nothing extra shall be paid on this account.

30. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer-in-Charge and Architect before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Engineer-in-charge. Any delay in getting the samples approved shall be contractor's responsibility.

31. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used

in different items of work shall be subject to the approval of the Engineer-in-charge and Architect.

32. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors. The TDS and Contract Tax or any other statutory levels/taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.

33. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard.

34. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.

    (a) For any clarification/ doubt, the Institute may organize regular meetings with Contractor. The contractor shall attend such meetings invariably as and when required.

    (b) In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction programme, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.

    (c) Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matters causing the differences will give their decision which shall be final and binding on the contractor.

35. All spaces allotted to the contractor as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in-charge, unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.

36. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.

37. The contractor will arrange to erect, at his own cost, barbed wire or other appropriate fence around the infrastructure site, with entry/exit gates at suitable points. The contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men. Materials and equipment within the sites and in relation to other contractors who will also be allotted spaces at above sites.

38. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor.

39. The site of work shall have required equipment's for various tests at site by the contractor at his own cost and nothing extra shall be payable on this account.

40. The quantities indicated are for guidance only however it may vary to any extent and the contractor should not have any financial or other implications for such variations. The owner reserves to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.

41. The contractor shall take photographs of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to IIM for which no extra payment will be made.

42. If required and directed by Engineer-In-Charge, contractor shall arrange visits of his personnel comprising of Engineer-In-Charges to various places/ plants in or out side Indore to check and verify the quality of material at manufacturer's places. No extra cost shall be given for this to contractor.

43. Proforma of Registers to be as per standard CPWD formats.

44. Any debris/ dismantled unserviceable material generated at site should be disposed by the contractor as per the direction of Engineer-in-Charge or in the area marked by Indore Municipal Corporation (IMC) (Presently it is Devguradia which approx. 25 km away from the institute) at his risk & cost. No payment shall be made towards the transportation & statutory fees, if any of IMC.

45. Contractor has to maintain the cleanliness at the site to the level instructed by the Engineer-in-Charge. Negligence in this essence shall attract penal provision as decided by Engineer-in-Charge.

46. Stamp Duty:

    a. Stamp (wherever mentioned in the tender/ not mentioned but required legally), stamp duty will generally be following the Indian Stamp Act, 1899 (as applicable to Madhya Pradesh).
    b. For the contract, the stamp duty shall be as per the Indian Stamp Act, 1899 (as applicable to Madhya Pradesh). Any revision, if made by the govt. will be applicable at the time of execution of the agreements.
    c. The cost w.r.t. stamp duty will solely be with the bidder i.e. cost to be borne by successful bidder.

P. Formats for Different Forms/Certificates

Annexure-1

Letter of Transmittal

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

Sub: Submission of bid for the work **"Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore"** Vide NIT No. **IIMI/Estate/11/2025/243 file no. 543**

Sir,

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

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

Seal of bidder

Date of submission: Signature(s) of Bidder(s)

Annexure-2

Format of Bank Guarantee

Bank Guarantee for Performance Security

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

THIS DEED OF GUARANTEE made on _____ day of _____ 2025, 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 favour of **Indian Institute of Management Indore having its office at Prabandh Shikhar, Rau-Pithampur Road, Indore- 453556 (M.P.)** (hereinafter called "Owner" which expression shall unless repugnant to the context and meaning thereof include its successors and assigns).

WHEREAS (IIMI) Indian Institute of Management Indore has issued a Letter of Acceptance / Letter of Intent No..... dated _____ to _____having its Corporate office at _____(hereinafter called the "Contractor") which constitute a binding Contract (hereinafter called "Contract Agreement") for carrying out the **"Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore"** based upon the Tender submitted by the Contractor and agreed between Client and Contractor and subject to the terms therein contained. The work to be carried out by Contractor shall be supervised and implemented by M/s _____ (hereinafter called "Contractor/Bidder")

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

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

NOW THIS DEED WITHNESSTH AS FOLLOWS:

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

2. The Bank's liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only).
3. The decision of Owner for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants,

agreements, conditions and provisions, expressed or implied, on the part of the Contractor, to be observed performed or complied with under the Contract Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank, under what so ever circumstances.

4. Any demand for payment under this Guarantee shall be made on the Bank by Owner in writing at [Bank Address] and shall be deemed to have been sufficiently made by Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms up to _____ or unless extended on written demand by IIM Indore until the due performance, observance and compliance by the Contractor of all the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with under the Contract Agreement, the completion of the Defects Liability Period and issue of the Certificate of Final Completion by Owner in accordance with the Contract Agreement.
6. As between the Bank and Owner (but without affecting the Contractors' obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
   a. Any time, indulgence, waiver or consent at any time given by Owner to the Contractor.
   b. Any amendment to the Contract Agreement,
   c. The making or the absence of any demand by Owner on the Contractor or any other person for payment.
   d. The enforcement or absence of enforcement of the Contract Agreement or of any security or other defect in any provision of the Contract Agreement or of any of the Contractors obligations there under;
   e. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative Receiver of the Contractor.
7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank/ Owner or by any merger, or amalgamation or reconstruction of the Bank / Owner but shall be enforceable against the merged, amalgamated or reconstruction body.
8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defences, set offs, counter claims recoupments, reductions, limitations and impairments, whatsoever.
9. Owner shall be at liberty to vary and alter or modify any of the terms and conditions of the Contract Agreement including without limitation to extend from time to time the time for the performance of the Contract Agreement by the Contractor or to postpone from time to time any of the powers exercisable by owner against the Contractor, to forbear or to enforce any of the terms and conditions of the Contract Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
10. The Bank waives any right to require/ proceeding first against the Contractor or the realization first of any other security or other guarantee, if any.
11. The Bank agrees and confirms that its obligation to make payment to Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of Owner.
12. The bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with

the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations under taken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms and any defects therein or in its execution shall not be a plea for non-payment or performance of its obligation.

13. This guarantee shall be Governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in Indore.
14. Any forbearance or indulgence on the part of Owner in the enforcement of the covenants, agreements, conditions and provisions, expressed or implied, on the part of the Contractor to be observed, performed or complied with by the Contractor under the contract agreement shall in no way relieve the Bank of its liability under the Guarantee.
15. Terms and expression defined in the contract agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.
16. Notwithstanding anything contained hereinabove;
    a. Our liability under this bank guarantee shall not exceed Rs._____ (Rupee _____)
    b. This bank guarantee shall be valid up to _____ or and
    c. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this Bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before _____ (1 year after the expiry of BG) or as provided in clause 5 failing which our liability under this bank guarantee will automatically cease.
    d. This bank guarantee is not assignable and not transferable to third party.

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

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

Annexure-3

Local Content certification

We M/s _____(bidder's name) under that we meet the mandatory Local Content (LC) requirement for qualifying as 'Class I Local supplier's' as per the PP-LC Policy against Tender No. _____dated _____. The percentage of Local Content in the Bid is _____%.

Authorized dated signature of the bidder with stamp.

Q.	FINANCIAL BID

Financial Bid

Name of Work: - "Repair of Bitumen Road around Academic Building, Hostels, Housing, and Main Gate approach at IIM Indore".

IIMI/Estate/11/2025/243 file no. 543

Name of the Firm	
Address of the Firm	
Phone/Mobile no.	
E-Mail ID	

S. No.	Item	Unit	Qty	Rate (Excl. 18% GST)	Amount (Excl. GST)
1	Providing and applying tack coat using bitumen emulsion conforming to IS:8887, using emulsion pressure distributer including preparing the surface & cleaning with mechanical broom etc. Complete as per direction of engineer-in-charge. On bituminous surface @ 0.25kg/sqm	Sqm	5792		
2	Providing and applying 2.5 mm thick road marking strips (retro- reflective) of specified shade/ colour using hot thermoplastic material by fully/ semi-automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	Sqm	44		
3	Providing and laying seal coat using crushed aggregate of specified grading, premixed with minimum 7.5% binder content using bitumen of grade VG-30, laid to an average compacted thickness of 6-8 mm at a consumption rate of 0.60 cum per 100 sqm, using mechanical means with a paver equipped with a hydraulic screed, complete at site as per direction of Engineer-in-Charge.	Ton	100		
	Total Amount (Excl. GST @ 18%)				
	Total Amount in words (Excl. GST @ 18%)				

Note:

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

13/5/25

Tender Inviting Authority