

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR

(An Autonomous body under the aegis of Ministry of Education, Govt. of India)

Short-Term Tender No. IIMS/PUR/Aluminium Works/01/2025-26 Dated 20.05.2025.

Short-Term Tender

Augmentation of Aluminium Partition rooms along with Bathroom Facility Including Electrical works at IIMS City Campus Paonta Sahib.

Purchase Office Indian Institute of Management Sirmaur Dhaula Kuan, Paonta Sahib, Distt. Sirmaur, Himachal Pradesh-173031

Email: purchaseoffice@iimsirmaur.ac.in Website: www.iimsirmaur.ac.in

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SHORT-TERM NOTICE INVITING TENDER SECTION – I

The Indian Institute of Management Sirmaur (IIM Sirmaur) invites short-term online item rate tenders/bids are hereby invited by the undersigned, on behalf of the Worthy Director, IIM Sirmaur, from experienced contractors/firms for the work titled: "Augmentation of Aluminium Partition rooms along with Bathroom Facility Including Electrical works at IIMS City Campus Paonta Sahib" in an existing structure on the third floor of the academic block at the City Campus, IIM Sirmaur.

Duly filled-in documents must be submitted online as prescribed in this tender only. The schedule of this tender is detailed below:

Sr. No.	Description of Tender	Augmentation of Aluminium Partition rooms along with Bathroom Facility Including Electrical works at IIMS City				
		Campus Paonta Sahib				
1	Estimated value (Rs.)	INR 19,87,442/- (App	orox.)			
2	EMD Value @ 2% of the estimated value (Rs.)	INR 39,750/-				
		Name of the Accou Management Sirmaur	nt: Indian Institute of			
		Account Number: 140	0701000266			
		IFSC Code: ICIC0001407 Bank Address: Near Y Point, Main Market, Paonta Sahib, Sirmaur, H.P. 173031				
3	Tender Publish Date & Time	20.05.2025	06:00 PM			
4	Tender Download Date & Time	20.05.2025	06:00 PM			
5	Bid Submission Start Date & Time	20.05.2025	06:00 PM			
6	Bid Submission Close Date & Time	31.05.2025	06:00 PM			
7	Opening of e-Technical bid	02.06	5.2025			
8	Opening of e-Financial bid	Will be intimated late	r.			
9	Performance Security	5% of the Contract V	alue			
10	Period of Service	21 days from the Aw	rard of Contract or the AOC.			
11	Award of Contract	Will be intimated late	r.			
12	Stipulated Completion	21 days from the Award of Contract or the date informed in the AOC.				
13	Contact Person	Institute of Manager	Administration), Indian ment Sirmaur, Dhaula Sirmaur, H.P. 173031. maur.ac.in,			

		purchaseoffice@iimsirmaur.ac.in				
		Contact No. 01704-277321/312				
14	Pre Bid Meeting	Pre-bid meeting will be held online on 27.05.2025 at 03:00 PM. (Bidders who are interested to participate online pre bid meeting, the Zoom link shall be shared and those who want to participate offline, may visit IIM Sirmaur at their own cost). The prospective bidder may submit their request for pre-bid meeting through email to purchaseoffice@iimsirmaur.ac.in with subject line: "Pre-Bid Meeting for Aluminium Works, IIM Sirmaur" by 26.05.2025 up to 11:00 AM with all the relevant queries in the email. Any query received after this date & time will not be entertained further. All concerned are requested to keep regularly visit the website				
	*date mentioned at SL No. 7 is sul	www.iimsirmaur.ac.in.				
	*date mentioned at SI. No. 7 is subject to change					

SECTION - II

GENERAL TERMS AND CONDITIONS

 The prescribed Earnest Money Deposit (EMD) @ 2% of the Estimated value, as mentioned in the document, shall be deposited to the institute with the bid documents and through Demand Draft (DD) drawn in favor of "Indian Institute of Management Sirmaur", payable at Paonta Sahib, Distt. Sirmaur, H.P. 173031 or through NEFT in the Institute's Account (Details are provided below).

Beneficiary Name: Indian Institute of Management Sirmaur

Bank Name: ICICI Bank Ltd. Account Number: 140701000266

IFSC Code: ICIC0001407

Bank Address: Near Y Point Main Market, Paonta Sahib, Distt. Sirmaur,

H.P. 173031

- 2. A **Performance Security** @ **5% of the quoted amount** is required to be submitted by the successful bidder within 7 days from the date of award of the Contract.
- 3. The bidder must submit the Registration Number of the bidder's firm i.e. GSTIN and the PAN number allotted by the concerned authorities.
- 4. Amendments (if any) will be communicated to participating firms by way of Corrigendum.
- The Demand Draft/NEFT details copy for the prescribed Earnest Money Deposit (EMD) must accompany the tender document submitted by the bidder as mentioned in this document. Offers received without the requisite EMD shall summarily be rejected.
- 6. Eligibility Criteria, Terms and Conditions, Scope of Work, various formats and Proforma for submitting the Tender offer and other details are described in this document.
- 7. Do not change this document. Any change/s made in the document by the bidder will lead to disqualification. Bidders are required to sign and submit all the pages of this Tender document and all other required supporting documents.
- 8. All works shall be carried out as per HPPWD/CPWD latest detailed specification and as per direction and entire satisfaction of the Engineer-in-Charge.
- 9. The quoted rate must include the cost of materials, labour, applicable taxes, transportation, loading/unloading, and any other charges necessary for the proper completion of the work.

- In case any damage to property of resident is caused because of this Aluminium Windows and Ventilator work then the contractor has to repair the same at his own cost.
- 11. Material shall be inspected by Engineer-in-Charge and approved before use.
- 12. In case IIM Sirmaur is not satisfied with the performance of contractor, it is empowered to get the work completed by other agency and debit the expenditure on contractor's account. No objection or claim, whatsoever on this account will be entertained.
- 13. The contractor is responsible for maintaining all records and measurements for verification by the Engineer-in-Charge.
- 14. All debris and waste generated during work must be cleared daily by the contractor and disposed of outside the campus or at a location specified by the Engineer-in-Charge.
- 15. Any extra civil work, if required, may be executed by the same contractor at the prevailing HPPWD approved rates.
- 16. Deviation limit for the works will be applicable as per HPPWD norms.
- 17. A mobilization of advance procurement of material of 10% of tendered cost may be provided on request, after award of work. Final payment will be made after completion of work and satisfactory inspection report by the indenting department.

SECTION - III

ELIGIBILITY & BID EVALUATION CONDITIONS

- 1. The interested bidder should meet the following minimum qualifying criteria w.r.t experience:
- a) Contractor should have a valid registration with govt. / semi govt. organization like railways, state PWD, CPWD, etc. in appropriate class and have experience in carrying out Building works.
- b) A bidders having Trade license in similar nature of job and produce credentials of a similar nature of completed works as mentioned below during the last five (5) years prior to the last stipulated date for submission of the bid.
- i. At least three similar or completed works each of value not less than 40% of the estimated cost put to tender. OR
- ii. At least two similar completed works each of values not less than 60% of the estimated cost put to tender. OR
- iii. At least one similar completed works of values not less than 80% of the estimated cost put to tender.
- 2. The contractor must provide copies of their GST and PAN numbers.
- 3. A valid Employees' Provident Fund (EPF) registration is required.
- **4**. Average Annual Turnover of Rs. 15 Lacs in the last three financial years, i.e. 2021-22, 2022-23 & 2023-24. A certificate from the Chartered Accountant on their letterhead in this regard should be attached along with the Audited Financial Statements.
- **5**. For the purpose of the tender, "Similar Work" is defined as: Experience in providing doors, windows, ventilators, or structural glazing works, either as a whole or as part of a complete contract.
- 5.1 Bidder should not have been blacklisted by any State/Central Government Department/Autonomous Bodies or PSU.
- 5.2 The Bidder should have its own skilled manpower in making aluminium door/partition for timely execution of work.
- 5.3 The Bidder's performance for each work completed in the last five years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent where the vender has executed the work.
- 5.4 The Bidder needs to make disclosure of any liquidated damages or penalties imposed on it by the clients towards delay in completion of project or for not meeting the contractual specifications, including issues relating to defects, workmanship and warranty obligations.
- 5.5 The Bidder will be required to give an undertaking that it would comply with all statutory labour laws and compliances, including those applicable to the sub-contractors appointed by him and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever.
 - 5.6 Annexures I to VIII duly filled, signed and stamped along with the tender document.
- 5.7 Method of Selection: The selection of a successful bid on the Central Public Procurement Portal (CPPP) will be based on a "Least Cost Method" (LCM) in accordance with the General Financial Rules (GFR) 2017 and procurement manuals updated from time to time.
- 5.8 Award of Work: The award of contract will be based on the lowest quoted total cost as per the financial bid sent in Financial Bid BoQ (L-1 bid) as per the .xlsx format on the CPP portal only. Bids sent through any other medium shall be summarily rejected.

SECTION - IV

SCOPE OF WORK

This NIT document has the following scope of work:

- 1. Carefully dismantling the existing aluminium partition wall for the purpose of creating a new room. The dismantled materials shall be reused, as far as possible, subject to approval by the Engineer-in-Charge.
- 2. Supply and Installation of new aluminium/HPL board partitions as per approved design and specifications.
- 3. Constructing an elevated platform using AAC (Autoclaved Aerated Concrete) blocks to achieve the required slope for the flushing pipe. Only approved adhesive materials shall be used, as directed by the Engineer-in-Charge.ge.
- 4. Providing and laying a Plain Cement Concrete (PPC) layer of the specified thickness over the AAC block surface in the designated area, as per standard specifications.
- 5. Supply and fix exposed water supply fittings such as taps, angle valves, and connectors, using approved materials and as per instructions of the Engineer-in-Charge.
- 6. Supplying and fixing powder-coated glass of approved quality, colour, shade, and finish, as specified in the tender documents.
- 7. Sealing all joints and gaps between the door/windows frame and the sill/jambs using high-quality silicone sealant to ensure a dust- and water-tight seal.
- 8. Undertaking thorough cleaning of floors, walls, skirting, treads, and other surfaces. All debris, scrap, and waste materials generated during the execution of work shall be disposed of in an environmentally responsible manner, as per applicable norms.
- 9. Carrying out necessary cutting, drilling, and welding for partitioning the room and bathroom, including fixing of tiles wherever required.
- 10. Provide and install new electrical points (lights, switches, sockets, etc.) as required for the new room and bathroom layout, including wiring (any reputed items), conduits (reputed heavy duty only), and connection to the existing system, as per IS standards and approval of the Engineer-in-Charge.
- 11. All additional works, fittings, and finishes as detailed in the Bill of Quantities (BOQ) and tender documents shall be executed in full by the contractor to the satisfaction of the Engineer-in-Charge, whether or not explicitly mentioned in the scope above at the market rate.

SECTION - V

OTHER TERMS AND CONDITIONS

1. Essential general requirement:

The firm must have all statutory registrations like PAN, TAN, Service Tax, PF, GST, ESIC, Shop and Establishment registration etc., as applicable from time to time, with respect to this NIT.

2. **EMD**:

The Bidder has to submit **Earnest Money Deposit** of **Rs 39,750/- (refundable to the unsuccessful bidders without interest).**

(EMD) of Rs. 39,750/- in the form of Demand Draft in the name of "**Indian Institute of Management Sirmaur**" payable at Paonta Sahib from any of the Nationalized Bank including the Public Sector Bank or Private Sector Banks authorized by RBI (operating in India having branch at Himachal Pradesh) should be dispatched to the Institute or through NEFT in the Institute's Account. Bids without **EMD will not be termed valid.**

3. Bid validity:

Bid submitted by the bidder shall remain valid for a period of 180 days from the date of submission of offer. The Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as "REJECTED".

4. EMD will be returned to unsuccessful firms as promptly as possible but not later than 30 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 5% of the total order value as prescribed by IIM Sirmaur, whichever is earlier. No interest is payable on EMD.

5. Submission of Bid:

This is a two bid system containing Technical and Financial Bid invited online through the IIM Sirmaur website only. Technical bid shall contain only the documents pertaining to the technical eligibility and document requested as per the checklist of this tender document (Annexure-VI). Financial bid shall consist of the Price Bid wherein the bidders are requested to quote their rates in the bid BoQ, complete in all respects in the prescribed format.

6. Duration of Work:

Within 21 days from the date of issuance of Award of Contract / Work Order.

7. Amendment of the Document (Corrigendum):

At any time prior to the deadline for submission of bids, IIM Sirmaur may, for any reason, modify the tender notice and formal corrigendum (if any) will be issued in this regard.

8. Prices, Taxes and Duties:

The Bidder should quote firm prices/ rates taking in to account of all the Taxes, Duties, Levies, Personal Tax, Corporate Tax, GST and all other expenditure

required to be incurred by the firm for providing required services etc. during the contract period as indicated above and afterwards no variation on any account unless otherwise specifically mentioned will be allowed. The quoted prices for all the items shall be inclusive of all applicable taxes.

9. Assignment & Sub-Contract:

The selected firm shall not assign, sub-contract or sub-let the whole or any part of the service in any manner without express approval of the Institute (IIM Sirmaur).

10. Taxes, labour laws and other regulations:

The selected firm shall accept and bear full and exclusive liability for the payment of any and all existing and future taxes of the Central or State Government or of any other authority with respect to the contract or any course pursuant thereto or anything done or service rendered pursuant thereto. The selected firm shall fully comply with all applicable laws, rules and regulations relating to P.F. Act, ESIC Act, Bonus Act, Minimum Wages Act, Agreement Labour Act, Workmen's compensation Act, C.L. (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Central, States, Municipal and local governmental or authority.

11. Confidentiality and Disclaimer

All information supplied by the IIM Sirmaur in connection with this NIT must be treated as confidential and, for the avoidance of doubt, all parts of the NIT are to be treated confidentially by the Bidders.

12. Conditional Participation:

Conditional bids or Bids based on the process/ basic schemes other than mentioned and/ or not conforming to the technical specifications/ requirements of the Bidding documents shall not be considered.

13. Contract Agreement:

The successful Bidder shall be required to execute a Contract Agreement with IIM Sirmaur on the non-judicial stamp paper of Rs. 100/- (Rupees One Hundred Only) within 15 days from the date of Award of Contract. The cost of stamp paper shall be borne by the successful Bidder. IIM Sirmaur reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing.

14. Liquidated Damages:

In the event of failure to provide service beyond a specified date, liquidated damages @ 0.5 % per week or part thereof of total quoted price subject to a maximum of 5% or six months will be levied. The order will be canceled if project is not completed within six months after the award. Remaining service will be given to any other suitable firm at the risk and expense of the qualified firm.

15. Force Majeure:

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from

performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

16. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the service contract and/or the documents, the clarification given by the SC(Administration) of Indian Institute of Management Sirmaur (IIM Sirmaur) shall be final and binding on the Parties.

17. Exit Clause:

IIM Sirmaur can terminate the contract at any time i.e. during the contract period on mutually-agreed terms.

18. Settlement of Disputes:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope of operation or effect of the service contract or the validity or the breach thereof, shall be settled via negotiation.

19. Any dispute whatsoever shall be subject to the jurisdiction of Paonta Sahib, Himachal Pradesh only.

20. Other Information:

- a) Institute (IIM Sirmaur) may accept or reject any or all the bids in part or in full without assigning any reason and is not bound to accept the bid. The Institute (IIM Sirmaur) at its discretion may change, upgrade or drop the criteria or part thereof at any time before awarding the contract.
- **b**) A bid submitted with false information will not only be rejected but the firm will also be debarred from participation in future processes at IIM Sirmaur.
- c) Bidders are required to sign and submit all the pages of this Tender document and all other required supporting documents.
- d) For any query pertaining to this bid document, correspondence may be addressed to Senior Consultant (Administration) at sc@iimsirmaur.ac.in or may call on 01704-277321.
- e) Before tendering the tenderers/Bidders are advised to inspect the site of work, and its environments and be well acquainted with the actual working, restrictions in campus area, security procedures for entry of men and material, prevalent conditions, position of materials and labour, General and Special Conditions of contract.
- f) Bidders are advised to check the timeline for the commencement and completion of the work. The institution reserves the right to terminate the contract if the contractor fails to commence the work within 10 days from the date of issue of the Letter of Intent (LOI) and the Performance guarantee shall be forfeited without any further reference to the Bidder.
- g) Financial bid must be filled and submitted in the prescribed format given on the CPP portal separately.

- h) The Bidder needs to make disclosure of any liquidated damages or penalties imposed on it by the clients towards delay in completion of project or for not meeting the contractual specifications, including issues relating to defects, workmanship and warranty obligations.
- i) Any State/Central Government/Autonomous Bodies or PSU should not have blacklisted the bidder.
- j) This is a fixed-rate contract. The rate you quote must stay the same, and any mistakes in totals will be corrected. The quantities and amounts mentioned in the bid are only estimates and may change during the contract. These changes won't affect the contract. The estimated value of the work is shown in the Notice Inviting Tender (NIT), but it's only a rough guide. If the actual cost is more or less, the bidder cannot claim extra payment or compensation. The Bidder should have its own skilled work force in making aluminium door/partition.
- k) Any discrepancy / misprint is noticed / specification or BOQ, it should be clarified from the Institute before quoting the rate.
- The Bidder will be required to give an undertaking that it would comply with all statutory labour laws and compliances, including those applicable to the sub-contractors appointed by him and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons whatsoever,
- m) Indian Institute of Management Sirmaur shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
- n) The successful tenderer shall submit additional Initial Performance security of 5% of Contract Value in form of DD/FDR/Bank Guarantee in favor of Director, Indian Institute of Management, Sirmaur within 5 days of award of work. It shall be released after satisfactory completion of contract that is 6 months. The Earnest money deposit @ 2 % EMD shall be refunded only after 30 days of completion of the contract period/ extended period of the contract.
- As the tendering process is online any manual or system errors made before or during document uploading must be accepted by the tenderer. No claims related to such errors will be entertained.

SECTION - VI

PAYMENT TERMS

The payment shall be released in two stages:

Stage I: An initial 10% payment shall be released upon award of work upon request and submission of an invoice raised by the L-1 bidder.

Stage II: Full and final payment of the remaining 90% of the work order value. Upon complete execution of work and submission of original bills in hard copy form and after due inspection and satisfactory work completion report submitted by the indenting department.

Annexure-I

То

Senior Consultant (Administration), Indian Institute of Management Sirmaur Rampur Ghat Road, Paonta Sahib, Sirmaur. Himachal Pradesh 173031.

Sub: - EMD Details.

Ref: -Short-Term Tender No. IIMS/PUR/AluminiumWorks/ /2025-26 Dated XX.XX.2025

Short-Term Open Tender for Augmentation of Aluminium Partition rooms along withBathroom Facility Including Electrical works at IIMS City Campus Paonta Sahib Dear Sir.

The following demand draft/banker's cheque/ bank guarantee in favour of IIM Sirmaur are enclosed herewith towards EMD

Detail of DD	Amount (Rs.)	DD/BC No.	DD/BC Date	Bank Name
EMD				

Thanking you yours faithfully,

(Authorized Signatory with Seal)

То

Senior Consultant Administration
Indian Institute of Management Sirmaur
Dhaula Kuan, Distt. Sirmaur,
Pin Code- 173031 (Himachal Pradesh)

Sub: - Self Declaration Certificate

Ref: - Short-Term Tender No IIMS/PUR/AluminiumWorks/ /2025-26 Dated XX.XX.2025

Short-Term Open Tender for Augmentation of Aluminium Partition rooms along with Bathroom Facility Including Electrical works at IIMS City Campus Paonta Sahib

Dear Sir,

Date:

With reference to the above, I/We are offering our competitive bids for Short-Term Open Tender for Augmentation of Aluminium Partition rooms along with Bathroom Facility Including Electrical works at IIMS City Campus Paonta Sahib, Himachal Pradesh IIM Sirmaur.

I / We hereby reconfirm and declare that I / We have carefully read, understood and complying the above referred tender document including instructions, terms and conditions, specifications, schedule of quantities and all the contents stated therein.

Authorized Signatory

		5	,
Place	Name:		
:	Designation:	:	
	Contact No.:	:	
	Email ID:		

BID FORWARDING LETTER

(On the Letterhead of the Bidder)5

Date:
То
The Senior Consultant (Admin)
Indian Institute of Management Sirmaur
Dhaula Kuan, Distt. Sirmaur,
Pin Code- 173031 (Himachal Pradesh).
Ref:-Short-Term Tender No. IIMS/PUR/AluminiumWorks/ /2025-26 Dated XX.XX.2025.
Short-Term Open Tender for Augmentation of Aluminium Partition rooms along with Bathroom Facility Including Electrical works at IIMS City Campus Paonta Sahib
Sir,
I/ We hereby confirm and declare that I/We have carefully studied the tender documents therein and undertake myself/ ourselves to abide by the terms and conditions laid down in the tender document.
The EMD of ₹ 39,750/- (Rupees Thirty Nine Thousand Seven Hundred and Fifty only) in the form of Draft/ Bank Guarantee in favor of Indian Institute of Management Sirmaur and/ or certificate towards exemption of EMD, as applicable, are enclosed herewith.
I/ We also keep the offer open for 180 (One Hundred Eighty) days from the date of opening of financial bids.
Yours faithfully,
(Name & signature with stamp of the bidder)

SELF-DECLARATION ABOUT NON BLACK-LISTING

(On the Letterhead of the Bidder)

Date:
To,
The Senior Consultant (Admin)
Indian Institute of Management Sirmaur
Dhaula Kuan, Distt. Sirmaur,
Pin Code- 173031 (Himachal Pradesh).
Ref: - Short-Term Tender No. IIMS/PUR/AluminiumWorks/ /2025-26 Dated XX.XX.2025.
Short-Term Open Tender for Augmentation of Aluminium Partition rooms along with Bathroom Facility Including Electrical works at IIMS City Campus Paonta Sahib
Dear Sir,
We hereby confirm and declare that we, M/s ,is not Blacklisted/De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 3 years.
If this declaration is found to be incorrect then without prejudice to any other action that may be taken. My / our performance security may be forfeited in full and the empanelment offer if any to the extent accepted may be cancelled.
Your faithfully,
(Name & Signature with stamp of the bidder)

Financial BID Proforma (IIM Sirmaur)

(To be submitted online on the CPP portal in .xlsx format only)

Bidders are required to fill Price Bid in the following formats (A) and quote the amount for the works inclusive of GST and all other charges.

A. PRICE BID

BOQ/Financial Bid

Name of Work: Augmentation of Aluminium Partition rooms along with Bathroom Facility Including Electrical works at IIM Sirmaur City Campus, Paonta Sahib

Sr. No	Description	Qua ntity	Unit	Unit Rate (Rs.) Inclu ding GST	Amoun t (Rs.) Includi ng GST
1	Providing and fixing aluminium work Powder coated aluminium (minimum thickness of powder coating 50 micron) 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 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 / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in charge. (Glazing, panelling and dash fasteners to be paid for separately)	1569 .92	Kg.		
2	Providing and fixing aluminium work for doors, windows, Providing and fixing 12 mm thick Prelaminated particle board with decorative lamination on both sides flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminium doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per	289. 08	Sqm		

	architectural drawings and directions of engineer- incharge.			
3	Providing and fixing glazing With frosted glass panes of 5 mm thickness (weight not less than 12.50 kg/ sqm) 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):	165. 186	Sqm	
4	Dismantling of existing aluminium portion /Doors and re-fixing it in other areas along with new EPDM rubber/ neoprene gasket and all hardware's and accessories in various location at city campus as per direction and complete satisfaction of Engineer-incharge	195. 4	Sqm	
5	Providing and laying autoclaved aerated cement blocks masonry with 150mm/230mm/300 mm thick AAC blocks in super structure above plinth level up to floor V level with RCC band at sill level and lintel level with approved block laying polymer modified adhesive mortar all complete as per direction of Engineer-in-Charge. (The payment of RCC band and reinforcement shall be made for separately) as per HP.PWD., specification Volume-I (one) including carriage of all labour equipment & materials to various location through all leads, lifts & other incidental charges complete as per entire satisfaction of the Engineer-in-charge.	5.1	CU M	
6	40mm thick Cement concrete flooring 1:2:4 (1 cement: 2 coarse sand: 4gradedstoneaggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete as per HP.PWD., specification Volume-I (one) including carriage of all labour equipment & materials to various location through all leads, lifts & other incidental charges complete as per entire satisfaction of the Engineer-in-charge.	22.3	SQ M	
7	Providing and laying vitrified floor tiles size 600*600mm with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete	22.3	SQ M	-

8	Providing and fixing HPL board in the toilets/bathroom for partitions with all fitting and accessories of SS 304 material with entire satisfaction of Engineer-in-charge.	60.0 15	SQ M	
9	Providing and fixing WPC BOARD DOORS size 750 x 2100 x 25mm in the toilets/bathroom with all fitting and accessories at site with the satisfaction of Engineer-in-charge.	7	Nos.	
10	Providing and fixing chromium plated brass handles 100mm with necessary screws etc. complete as per HP.PWD., specification Volume-I (one) including carriage of all labour equipment & materials to various location through all leads, lifts & other incidental charges complete as per entire satisfaction of the Engineer-in-charge.	14	Nos.	
11	Providing and fixing bright finished brass tower bolts 150*10mm (barrel type) with necessary screws etc. complete as per HP.PWD.,specification Volume-I (one) including carriage of all labour equipment & materials to various location through all leads, lifts & other incidental charges complete as per entire satisfaction of the Engineer-in-charge.	7	Nos.	
12	Providing and fixing aluminium sliding door bolts size 250x16 mm, ISI marked anodised (anodic coating not less than grade AC 10 as per IS: 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete :as per HP.PWD., specification Volume-I (one) including carriage of all labour equipment & materials to various location through all leads, lifts & other incidental charges complete as per entire satisfaction of the Engineer-in-charge.	7	Nos.	
13	Providing and fixing 600 mm X 450 mm bevelled edge 5mm thick mirror6mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete. as per HP.PWD.,specification Volume-I (one) including carriage of all labour equipment & materials to various location through all leads, lifts & other incidental charges complete as per entire satisfaction of the Engineer-in-charge.	5	Nos.	

14	Providing & fixing PTMT towel rail 600 mm long with total length 645mm width 78mm and effective height of 88 mm, with concealed fitting arrangement of approved quality asper HP.PWD., specification Volume-I (one) including carriage of all labour equipment & materials to various location through all leads, lifts & other incidental charges complete as per entire satisfaction of the Engineer-in-charge.	10	Nos.	
15	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) Pipes exposed on wall, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.			
	15 mm nominal outer dia	85	R.M	
	20 mm nominal outer dia	20	R.M	
16	Providing and fixing White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required asper HP.PWD., specification Volume-I (one) including carriage of all labour equipment & materials to various location through all leads, lifts & other incidental charges complete as per entire satisfaction of the Engineer-in-charge.	5	Nos.	
17	Providing and fixing white vitreous china pedestal for wash basin completely recessed at the back for the reception of pipes and fittings.	5	Nos.	
18	Providing and fixing up lasticised PVC connection pipe15 mm nominal bore with brass unions :	19	Nos.	
19	Providing and fixing P.V.C. waste pipe 32 mm dia for sink or wash basin including P.V.C. waste fittings complete.	5	Nos.	
20	Providing and fixing on wall face un plasticised Rigid PVC rain water pipes conforming to IS: 13592 Type A, including jointing with seal ring conforming to IS: 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 110 mm diameter	50	Mete r	

21	Providing and fixing on wall face un plasticised-PVC moulded fittings/ accessories for un plasticised Rigid PVC rain water pipes conforming to IS: 13592 Type A, including jointing with seal ring conforming to IS: 5382, leaving 10 mm gap for thermal expansion 12.42.1			
21 .1	Coupler 110 mm size	10	Nos.	
.2	Tee without door 110x110x110	15	Nos.	
.3	Tee with door 110x110x110	5	Nos.	
21 .4	Bend 110	8	Nos.	
22	Providingandfixing100mmsandcast Iron grating for gully trap.	12	Nos.	
23	Providing and fixing C.P. brass angle valve 15mm nominal bore for basin mixer and geyser points of approved quality conforming to IS:8931	19	Nos.	
24	Providing and fixing C.P. brass long nose bib cock 15 mm nominal bore of approved quality conforming to IS standards and weighing not less than 810 gms.	7	Nos.	
25	Providing and fixing CP Brass 15 mm nominal dia Single lever telephonic wall mixer of quality & make as approved by Engineer in charge	7	Nos.	
26	Providing and fixing CP Brass Shower 15 mm nominal dia of high quality and approved make including all necessary fittings complete.	7	Nos.	
27	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS: 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but with fittings and the base support for tank.			
	1000	1000	LITE R	
	2000	2000	LITE R	
28	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular			

	switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc.as required.			
28. 1	Group-A	80	Nos.	
29	Wiring for light) power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit along with 1 No. 4 sq. mm FRLS PVC insulated Copper conductor single core cable for loop earthing as required	58	Mete r	
30	Wiring for circuit/ sub-main wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required			
30. 1	2X1.5sq.mm-+ 1X 1.5 sq. mm earth wire	350	Mete r	
30. 2	2X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	150	Mete r	
30. 3	4 X 16 sq. mm + 2 X 6 sq. mm earth wire	85	Mete r	
31	Supplying and fixing following piano type switch/ socket on the existing switch box/ cover including connections etc. as required.			
31. 1	5/6 amps switch	10	Nos.	
31. 2	3 pin 5/6 A socket outlet	10	Nos.	
31. 3	15/16 A switch	6	Nos.	
31. 4	6 pin 15/16 A socket outlet	6	Nos.	
32	Supplying and fixing two module stepped type electronic fan regulator on the existing modular plate switch box including Connections but excluding modular plate etc. as required	36	Nos.	
33	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 2 nos. 3 pin 5/6	40	Nos.	

	A modular socket outlet and 2 nos. 5/6 A modular switch connections etc. as required.			
34	Supplying & fixing suitable size GI box wih modular plate and cover in front on surface or in recess including providing and fixing 25 Modular socket outlet and 25 A modular SP MCB, "C" curve including connections, painting etc. as required	6	Nos.	
35	Dismantling and reinstallation of wall mount split air conditioner indoor unit with in the distance of 03 to 05 meter.	15	Nos.	
36	Providing and fixing 25 mm dia PVC drain piping upto drain as directed by the engineer in charge with all accessories e.g. elbows, unions, sockets, accessories e.g. elbows, unions, sockets, reducers, reducing tees, nipples etc. Complete job including cutting chiselling in walls, floor and making good of all chases/ cuts etc. and discharging the drain into a floor trap/gully as per site conditions with insulation.	120	Mete r	
37	Providing and fixing of supply and return copper tubes for wall mount split air conditioner as directed by the engineer in charge with all accessories. Complete job including cutting chiselling in walls, floor and making good of all chases/ cuts etc. as per site conditions with insulation.	80	Mete r	
	Total Amount (in Rs.) (Inclusive GST an	d all)		

NOTE: The BoQ details mentioned above are just for reference purposes. The actual financial bid BoQ is to be submitted online on the CPP portal in .xlsx format only.

CERTIFICATE FOR SITE INSPECTION

Certified that we	. (Name of agency) have visited the site on
dated	and
assessed the	

Nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material/executing the work as per specification to suit the site conditions.

Address of site: - City Campus, IIM Sirmaur

Paonta Sahib , Distt Sirmaur

Pin code: 173025

Signature of tenderer with Seal & Date

UNDERTAKING FOR COMPLIANCE WITH LABOUR LAWS

I/We, the undersigned, hereby undertake that I/We will comply with all applicable statutory labour laws and regulations, including those that apply to any subcontractors appointed by me/us, during the execution of the contract.

I/We further undertake to indemnify and hold harmless the Institute from any consequences, liabilities, or legal implications arising out of any non-compliance, whether due to my/our actions or those of any sub-contractor, for any reason whatsoever.

Date:	
Place:	
Signature:	
Name:	
Designation:	
Name of Bidder:	

Signature of tenderer with Seal & Date

INDIAN INSTITUTE OF MANAGEMENT SIRMAUR

CHECKLIST TOWARDS ELIGIBILITY CRITERIA

MANDATORY

Name of the Bidder:

1	Addre	SS:				
(Conta	ct No:				
ı	Email	ld:				
	(Self-attested photocopies of all supporting documents must be attached and uploaded in the Technical Bid PDF to be filled by the Bidder)					
	Sr. No.	Name of the Document	Tick (Yes/No)	Mention attached document Page No. (Mandatory)		
	1.	Tender documents are duly signed and stamped.	(Yes/No)			
	2.	GST/PAN Registration of the Vendor (attach proof).	(Yes/No)			
	3.	Certification of Incorporation	(Yes/No)			
	4.	Earnest Money Deposit of Rs. 39,750/- (Rupees Thirty-Nine Thousand Seven Hundred and Fifty Only) OR Certificate of MSME/NSIC for exemption from EMD deposit.	(Yes/No)			
	5.	Average Annual Turnover of Rs.15 Lacs in the last three financial years, i.e. 2021-22, 2022-23 & 2023-24. Certificate from the Chartered Accountant on their letterhead should be attached along with the Audited Financial Statements.	(Yes/No)			
	6.	A bidders having Trade license in similar nature of job and produce credentials of a similar nature of completed works as mentioned below during the last five (5) years prior to the last stipulated date for submission of the bid.	(Yes/No)			

i. At least three similar or completed works each of value not less than 40% of the estimated cost put to tender.

			1
	ii. At least two similar completed works each of values not less than 60% of the estimated cost put to tender. OR iii. At least one similar completed works of values not less than 80% of the estimated cost put to tender.		
7.	Undertaking that the bidder/company/firm is not blacklisted by any Govt. Dept. /Semi-Govt. Dept. /Educational Institute/Institute (IIM Sirmaur) or any other organization of repute in the past five years.	(Yes/No)	
8.	Valid EPF/ESIC registration certificate	(Yes/No)	
9.	Contractor should have a valid registration with govt. / semi govt. organization like railways, state PWD, CPWD, etc. in appropriate class and have experience in carrying out Building works.	(Yes/No)	
10.	The Bidder should have its own skilled manpower in making aluminium door/partition for timely execution of work.	(Yes/No)	
11.	Duly filled and signed Annexure I to X.	(Yes/No)	
12.	The Bidder's performance for each work completed in the last five years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent where the vender has executed the work.	(Yes/No)	

Note: It is mandatory to fill up the all points of the checklist.

I/We undertake that documents are genuine/authentic and nothing has been cancelled and that I/We are not debarred by any govt. organization and competent are to contract. I/We understand that the contract is liable to be cancelled, if found to be having obtained through fraudulent means/concealment of information.

(Authorized Signatory with Seal)

Annexure-IX

QUALITY OF RAW MATERIAL TO BE USED

SI. No.	Material	Manufacturer/ Brand Name
01	Laminate	
02	BWP / Commercial board And Ply	
03	SS/Chrome Coated Hardware/ Door closer/ Mortice Latch	
04	Particle board, MDF/HPL Board	
05	Silicone	Promium Quality / International Standard
06	Aluminium Section	Premium Quality / International Standard
07	Waterproofing Compounds /Adhesives	
	Adnesives	
08	Tiles	
09	Cement	
10	Glass	

Note: - The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the above list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is, however, subject to documentary evidence produced by the contactor for non-availability of the brand specified and also subject to independent verification by the Engineer-in-Charge. In exceptional cases, where such approval is required, the decision of Engineer-in- Charge as regards equivalent make of the material shall be final and binding on the Contractor. Nothing extra shall be payable on this account.

(Authorized Signatory with Seal)

ANNEXURE-X

To be signed by Tenderer and Authorised Signatory of Indian Institute of Management Sirmaur

INTEGRITY AGREEMENT

(IIMS) INTEGRITY AGREEMENT THIS INTEGRITY AGREEMENT is made at on this day of
BETWEEN
The Authorised Signatory, IIMS (hereinafter called "IIMS" or "Owner" which expression shall unless repugnant to the context or meaning thereof is deemed to include its successors & permitted assigns) of the FIRST PART:
AND
Individual/firm/Company) through
Each of the IIMS/Owner and Tenderer/Contractor individually referred to as the "Party" and collectively referred to as the "Parties".
WHEREAS the Owner floated a tender for the, District Sirmaur, Himachal Pradesh. ("Tender") and intends to award, under laid down organizational procedure, contract pursuant to issuance of such Tender ("Contract").
AND WHEREAS the Owner values full compliance with all applicable laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its

AND WHEREAS to meet the purpose aforesaid, the Parties have agreed to enter into this Integrity Agreement ("Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part of the tender documents and agreement between the parties and shall be construed accordingly.

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 Institute

relation with its tenderer(s) and contractor(s).

The institute commits itself to endeavor to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the institute, personally or through any of his/her family members, shall in connection with this tender, or the execution of the agreement, demand, take a promise for or accept, for self or family members.
- (b) Any material or immaterial benefit which the person is not legally entitled to.
- (c) The Institute shall, during the tender process, treat all tenderer(s) with equity and reason. The institute shall, in particular, before and during the tender process, provide to all tenderer(s) the same information and shall not provide to any tenderer(s) confidential/additional information through which the tenderer(s) could obtain an advantage in relation to the tender process or the execution of agreement.
- (d) The institute shall endeavor to exclude from the tender process any person whose conduct in the past has involved any bias of any nature.
- 2) If the institute obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner shall be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

- 1) Each Tenderer/Contractor shall be required to (including their respective officers, employees and agents) adhere to the highest ethical standards and shall report to the institute of any 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 and award of the tender/contract.
- 2) The tenderer(s)/contractor(s) shall commit themselves to take all measures essential to prevent any act of corruption. The tenderers/contractors commit themselves to observe the following principles during their participation in the tender process and during the execution of the contract:
- a) The tenderer(s)/contractor(s) shall not, directly, indirectly or through any other person or firm, to obtain any advantage of any kind whatsoever during the process of tender or during the execution of the contract, offer, promise or give to any of the Institute's employees involved in the Tender process or execution of the contract or to any third person any material or other benefit which such person is not legally entitled to.
- b) The tenderer(s)/contractor(s) shall not enter with other tenderer(s) any undisclosed
- agreement or understanding, whether formal or informal for manipulating prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.
- c) The tenderer(s)/contractor(s) shall forbear from committing any offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988. The tenderer(s)/contract(s) shall not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the

institute as part of the business relationship, plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.

- d) The tenderer(s)/contractor(s) shall, when presenting a tender, disclose any and all payments made, committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 3) The tenderer(s)/contractor(s) shall not instigate any third person to commit offences mentioned above or be an accessory to such offences.
- 4) The tenderer(s)/contractor(s) shall not, directly or through any other person indulge in fraudulent practice including but not limited to 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 interest of the institute.
- 5) The tenderer(s)/contractor(s) shall not, directly or through any other person use coercive practices including but not limited to 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 available to the institute under law or the contract or its established policies and procedures, the institute shall have the following rights in case of breach of this Integrity Pact by the tenderer(s)/contractor(s) and the tenderer/contractor accepts and undertakes to respect and uphold the Owner's absolute right:

1) If the tenderer(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 institute after giving 10 days' notice to the tenderer/contractor shall have the powers to disqualify the tenderer(s)/contractor(s) from the process of tender or terminate/determine the contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of transgression and determined by the institute. Such exclusion may be forever or for a limited period at the sole discretion of the institute.

- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: Pursuant to the institute disqualifying the tenderer(s) from the tender process prior to the award of the contract or terminates/determines the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the institute apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit rendered by the Tenderer/Contractor.
- 3) Criminal Liability: Pursuant to the institute obtaining any knowledge of conduct of a tenderer or contractor, or of an employee or a representative or an associate of a tenderer or contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or if the institute has substantive suspicion in this regard, the institute shall forthwith inform the same to any

law enforcing agencies for further investigation without being obligated to first inform the tenderer/contractor of the same.

Article 4: Previous Transgression

- 1) Each tenderer/contractor shall declare and confirm that no previous transgressions have occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or with the Central Government or any State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of this tender.
- 2) Upon any incorrect, false, misleading statement made or submitted by the tenderer in terms of 4(1) above, shall render the tenderer disqualified from the process of tender or entitling the institute to take any action for imposing a ban on any business dealings/holiday listing of the tenderer/contractor at the sole discretion of the Owner.
- 3) Upon a confirmation made by the tenderer/contractor, to the satisfaction of the institute, proving that the damage caused has been resorted / recouped and a suitable corruption prevention system has been installed to the satisfaction of the institute, the exclusion may be revoked prematurely by the institute at its sole discretion.

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

- 1) The tenderer(s)/contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The tenderer/contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.
- 2) The institute shall enter into such agreements or pacts on identical terms as this Integrity Pact with all tenderers and contractors.
- 3) The Owner shall disqualify tenders who fail to submit the duly executed Integrity Pact along with the tender or violate any of the provisions at any stage of the tender process.

Article 6- Duration of the Pact

This Pact shall become effective on the day the institute and the tenderer/contractor have signed and executed the same. The Integrity Pact shall continue to remain in force for the Contractor till twelve (12) months after the completion of work under the contract or till the continuation of defect liability period, whichever is later. However, the Integrity Pact shall come to an end for unsuccessful tenderers upon award of the contract to the successful tenderer. If any claim is made/lodged during this time, the same shall be binding and continue to remain valid despite the lapse of this pact as specified above, unless such tenderer is discharged by the institute.

Article 7- Other Provisions

1) The Integrity Pact shall be governed by the applicable Indian laws and the place of performance and jurisdiction shall be the place of office of the institute.

- 2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of a mutual written agreement between the parties to the Integrity Pact.
- 3) If the contractor is a partnership or a consortium, this Pact shall be executed and signed by all the partners or by one or more partner's holding power of attorney executed in favour of such partner or partners by the remaining partners. In case the contractor is a company, the Pact shall be executed and signed by a representative duly authorized.
- 4) In case any of the provisions of this Integrity Pact is rendered invalid by law or otherwise, the remaining provisions of the Integrity Pact shall continue to remain valid and binding on the parties. In such a case, the parties shall strive to come to an agreement to the original intension envisaged under the Integrity Pact.
- 5) The parties agree that any dispute or difference arising between the parties with respect to the terms of this Integrity Pact, any action taken by the institute in accordance with this Integrity Pact or any interpretation thereof shall not be subject to arbitration.
- 6) The person signing the IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Article 8- LEGAL AND PRIOR RIGHTS

Dated:

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies available to the parties under law or contract and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. The parties agree that this Integrity Pact shall have precedence over the tender/contact documents with regard to 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 the following witnesses:
(For and on behalf of Institute)
(For and on behalf of tenderer/contractor)
WITNESSES (Signature, name and address)
1
2
Place: