



**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF EMISSION CONTROL
DEVICE ON 1010 KVA DIESEL GENERATOR SETS AT
INDIAN INSTITUTE OF MANAGEMENT BANGALORE,
BANNERGHATTA ROAD, BANGALORE-560076**

BID DOCUMENT

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E-BID NOTICE**26th March 2025**

E-Bids in Two Bid System, for the work described below, are invited from Original Equipment Manufacturers and their dealers / Registered Suppliers / DG Service Providers, By Indian Institute of Management Bangalore for "Supply, Installation, Testing & Commissioning of Emission Control Device on 1010 kVA Diesel Generator Sets at IIMB Campus". Approximate value of the work is Rs.39,50,000/- excluding GST.

E.M.D (Rs.) to be submitted along with Bid Document	Period of Contract	Online Issue of Bid Document	Last Date of Submission of Tender Document and Date of Opening of Technical bid	Date of Opening of Online Price Bid
(1)	(2)	(3)	(4)	(5)
Rs.1,00,000/-	Four Months	26.03.2025 to 17.04.2025	Submission of Online Tender: 17.04.2025, 15.00 Hrs Opening of Online Tender (Technical Bid): 21.04.2025, 15.00 Hrs	Qualified bidders will be auto intimated by CPP Portal.
Pre-Bid Meeting			Date: 07.04.2025 Time: 14.30 hours Venue: Estate Section, IIMB	

I. INSTRUCTIONS TO BIDDERS:

I.1. The nature of the tender is Two Bid System i.e. Technical Bid and Price Bid. The rates are to be quoted only in the Online Closed Price Bid.

I.2. Who can apply: Original Equipment Manufacturers / Dealers / Agencies who are in the business of supply and erection of Retrofit Emission Control Device can apply for this tender. Bidders other than Original Equipment Manufacturers shall submit the letter of support issued by the original equipment manufacturers.

I.3. The bidder must possess a valid Electrical License at the time of bidding. The license should have been issued prior to the bid submission date.

I.4. Bid Validity: 120 days from the date of opening of Online Price Bid.

I.5. Duration of Work: Four Months.

I.6. Downloading of Tender Document:

The bidders may download the Tender Document (Technical Bid only) from any of the below mentioned websites during the period mentioned above.

(a) IIMB Website: www.iimb.ac.in/tender_notices

(b) CPP Portal: <https://eprocure.gov.in/eprocure/app>

I.7. Submission of Tender: Tender shall be submitted online only, in Central Public Procurement Portal (CPP Portal).

I.8. Warranty Period: Warranty against material and workmanship of the retrofit emission control device shall be of One Years of operation from the date of successful testing at site/installation of Retrofit Emission Device and receipt of certificate from DPCC.

I.9. The bidders are advised to submit their e-bids well before the e-bid due date. IIMB shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems or any.

I.10. A) Notice Inviting Tender, any corrigenda / addenda issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders if any, form part of the Tender Document.

B) The bidder should check for any of the above uploaded in CPP Portal before submission of the Tender (Technical and Price bid). If the bidder submits the tender before the due date, he should be regularly checking the portal for any of the above uploaded, and he should download that document and keep it with him with seal and sign on the document in order to submit the same after award of work. If the revised price bid is uploaded, the bidder should download the Price Bid again, quote the rates referring to the revised price bid and upload the same again.

C) In case any bidder does not upload the revised price bid, the old price bid uploaded by him will not be considered and his tender gets rejected even though he is qualified in the Technical Bid.

I.11. Any addendum / corrigendum or additional information pertaining to tender will be uploaded on CPP Portal. The bidder should regularly visit the portal for checking the same till the last date of submission of the tender and submit the tender (online) only after checking the addendum / corrigendum / any other additional information uploaded in the websites mentioned above.

If any bidder submits the tender before the due date and any corrigendum / addendum is uploaded on the website after his submission of tender, such bidder shall download the corrigendum / addendum and upload the scanned copy of the same typed in the letter head with seal and sign on the same, on CPP Portal.

I.12. Any information / clarifications required by the Bidder can be obtained from the Estate Section, IIMB during working hours on any working days till the date of submission of Tender Document OR at the time of pre-bid meeting.

I.13. The information furnished by the bidder / filled-in proformas submitted with seal and sign / supporting documents shall be in English.

I.14. PRE-BID MEETING:

I.14.A. Pre-Bid Meeting will be conducted before submission of the Tender. The bidders may send the clarifications to the email ids mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted either offline or online as per the decision of the competent authority of IIMB. The intimation regarding the details of the pre-bid meeting will be provided in the CPP Portal.

I.14.B. Minutes of the Pre-Bid Meeting will be uploaded on CPP Portal. Minutes of the Pre-Bid Meeting forms part of the Tender. The bidder must check for the minutes of the Pre-Bid Meeting before submission of the Tender.

I.15. Conditional tenders are liable for rejection.

I.16. This being an item rate Contract, the rate quoted shall remain firm.

I.17. TECHNICAL EVALUATION:

Bids shall be evaluated in two steps which is detailed as under:

Step 1 will be the evaluation of the documents submitted by the bidders on the basis of the requirements of Eligibility Criteria clause.

Step 2 will be the evaluation of the bidders on the basis of the presentation given by the bidders who will be selected during the Step 1 evaluation.

I.18. ELIGIBILITY CRITERIA (Step 1 Evaluation):

I.18.A. This bid is open to Original Equipment Manufacturers (OEM) / Dealers / Agencies who are in the business of supply and erection of the device.

I.18.B. Financial position: Average annual financial turnover for the last five financial years should be Rs.19,75,000/-. Documentary proof in support of the five-year financial status of the company shall be submitted.

If any bidder submits the proof for less than five years, the total of the same will be considered as the total of five years and the average will be calculated for five years.

Eg: If a bidder submits the documents for only four years as Rs. 1,00,000/- for each year, total will be Rs. 4,00,000/-and the average will be $(400000 / 5)$ Rs.80,000/-.

If such average amount is either equal to or more than the amount mentioned above, such bidder will be considered as qualified for this particular criterion.

I.18.C. Work experience in any one of the organizations – **The bidder should have completed minimum two installations of RECD with a capacity of 1010 kVA DG Set and above during the last three years** in Central or State Govt. / Central or State Govt. Autonomous Bodies / PSUs / MES / Railways / Educational Institutes / Private Organizations. Work Orders and Completion Certificates shall be submitted as proof. In case Completion Certificates are not issued by the client, payment certificates highlighting the particular payments shall be submitted.

I.18.D. **The bidder should have completed a minimum of three installations of RECD with a capacity of less than 1010 kVA DG Set during the last three years** in Central or State Govt. / Central or State Govt. Autonomous Bodies / PSUs / MES / Railways / Educational Institutes / Private Organizations. Work Orders and Completion Certificates shall be submitted as proof. In case Completion Certificates are not issued by the client, payment certificates highlighting the particular payments shall be submitted.

I.18.E. NOTE: The commissioning for all such jobs must have been completed more than 6 (Six) Months prior to the date of advertisement of this tender.

I.18.F. Certifications & Approvals

- Test reports from NABL-accredited or certified labs.
- Letter of Support from the OEM's along with Dealership Certificate in the case of dealers
- Letter of Support from the OEM's in the case of DG Service Providers.

I.19. PRESENTATION (Step 2 Evaluation):

The bidders qualified in the step 1 evaluation will be invited to give presentation on the following parameters before IIMB Committee.

SI. No.	Parameter	Maximum Marks
1	Technology	25
2	PM Control Efficiency	20
3	Operational Cost	20
4	Footprint and Mounting Arrangement <ul style="list-style-type: none"> • Ease of retrofitting with the existing DG set. • Additional modifications required (if any). • Space and weight constraints. 	15
5	Warranty Period offered*	10
6	After Sales Service <ul style="list-style-type: none"> • Initial purchase cost vs. long-term cost-effectiveness • Availability of spare parts and after-sales support • Training requirements for operators 	10
	Total	100

* The marks awarded for the parameters will be as under:

- The warranty period mentioned in the document is ONE YEAR.
- If a bidder offers warranty for one year, no marks will be awarded.
- If a bidder offers warranty for two years, 5 marks will be awarded.
- If a bidder offers warranty for three years, 10 marks will be awarded.

IIMB Committee will award the marks based on the parameters covered in the presentation by each bidder. The bidders who score 70 or more marks shall be qualified for opening of their online price bids.

Date and time of the presentation will be communicated later to the bidders qualified in the Step 1 evaluation.

Note: The complete cost towards the presentation shall be borne by the bidder only.

I.20. COMBINED EVALUATION:

1. Marks awarded by IIMB Committee will constitute 60% weightage and the total amount quoted by the bidder in the online price bid will constitute 40% weightage as enumerated below:
2. The marks awarded and the total amount quoted will be taken into account for the final selection of the bidder with a weightage of 60 % (presentation marks) and 40 % (total amount quoted). The weightage will be applied as per the example given below:

Let us assume 3 bidders participated in the bid and the marks scored by them in the presentation and the amount quoted by them are as below:

Sl. No.	Description	Marks Scored in the Presentation	Amount quoted in the price bid (Rs. in lakhs)
1	Bidder A	85	23.00
2	Bidder B	80	13.00
3	Bidder C	75	18.00

The maximum marks, i.e. 85 scoring points, will be given 100 percent and the percentage of the other Bidders will be worked out on proportionate basis and thereafter weightage of 60% will be applied on marks so obtained. Similarly, the minimum amount quoted i.e. Rs.13.00 lakhs will be given 100 percent and percentage of the other Bidders will be worked out on proportionate basis and thereafter weightage of 40% will be applied on the amount quoted. The Bidders will be ranked H1, H2 and H3 based on the calculation made for the marks obtained and amount quoted.

Bidder A – $(85 / 85) \times 60 + (13/23) \times 40 = 82.61$ marks

Bidder B – $(80 / 85) \times 60 + (13/13) \times 40 = 96.47$ marks

Bidder C – $(75 / 85) \times 60 + (13/18) \times 40 = 81.83$ marks

As per the weightage given, Bidder B gets the maximum marks and will be declared H1 on the basis of overall marks.

3. **The decision of the IIMB in selection of the Bidder shall be final and binding on all the bidders.**
4. IIMB decision in the selection process is final and IIMB will neither entertain any correspondence in this regard nor shall it be bound to furnish any explanation.

I.21. EARNEST MONEY DEPOSIT:

I.21.A. The bidder shall submit the EMD through online transfer to IIMB or through Bank Guarantee.

a) Through Online Transfer - For online submission of EMD, the bidder shall pay the amount through RTGS/NEFT/. The bank details of IIMB for online transfer:

Bank Name : HDFC Bank Ltd
 Bank Street Address : J.P. NAGAR BRANCH, BANGALORE
 Branch Code : 0133
 IFSC CODE : HDFC 0000133
 Customer HDFC Bank a/c name : Indian Institute of Management
 Customer HDFC Bank a/c number : 01331450000019

Note: The proof of payment including name of the bank, amount of EMD, date of transfer, UTR No. shall be submitted along with the Tender in CPP Portal (in the field provided for uploading the EMD details).

b) Through submission of Bank Guarantee - The bidder may submit the EMD through Bank Guarantee valid for 120 days.

I.21.B. Exemption from paying the EMD:

Earnest Money Deposit is compulsory for all the bidders including State Government / Statutory Bodies / Enterprises / Undertakings etc.

Bidders may note the fact that their registrations with any authority including MSME/UDYAM/NSIC do not entitle them for exemption from payment of EMD.

I.21.C. NO INTEREST WILL BE PAID ON EMD DEPOSIT.

I.21.D. Any tender not accompanied by an Earnest Money Deposit and not secured in the payment modes as indicated above shall be rejected by the IIMB as non-responsive.

I.21.E. Forfeiture of EMD:

The Earnest Money Deposit shall be forfeited -

- a) If the bidder withdraws from the Tender after tender opening during the period of tender validity
- b) In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - i) sign the Agreement within 15 days of issue of work order or
 - ii) commence the work as per schedule or
 - iii) produce the required documents to IIMB mentioned in this document
- c) In case, the bidder, after quoting, withdraws from the tender or refuses/delays in commencing the work even after issue of work order, the EMD will be forfeited.

I.21.F. BANK DETAILS OF THE BIDDER:

The bidders are required to submit the bank details along with the Technical Bid. The bank details are required to be filled in and submitted in the company letterhead, duly attested by the authorised person of the company and the banker. The bank details should be accompanied by a cancelled cheque duly attested by the banker. **(The format of the Bidder Bank Detail Form has been given in this document).**

I.21.G. RETURN OF EMD:

- (a) Bidders not qualified in the Technical Evaluation – EMD will be returned after approval of Technical Evaluation.
- (b) Bidders who are unsuccessful in e-bidding – EMD will be returned after the issue of Work Order to L1 Bidder.

Successful Bidder:

In case of submission of EMD through Online Transfer:

EMD will be returned to the L1 bidder on submission of the Bank Guarantee at 5% (five percent) of the final bill value, which should be valid up to the completion of the warranty period plus two months.

In case of submission of EMD through Bank Guarantee:

The Bank Guarantee of the L1 bidder will be returned on submission of the Bank Guarantee at 5% of the final bill value valid till the completion of the warranty period plus two months.

I.22. In case the bidder stops the work abruptly, the security deposit submitted through EMD will be forfeited.

I.23. SITE VISIT: The bidder shall visit the site mandatorily for having the idea of the size and specifications of the equipment. The site may be visited on any working day before submission of the tender, with the prior permission of the Chief Manager (Infrastructure).

The bidder shall obtain the SITE VISIT CEERTIFICATE from IIMB after visiting the site. The bidder shall upload the copy of the Site Visit Certificate in CPP Portal while submitting the bid.

NOTE: If the bidder submits the tender without the site visit certificate, such tender shall be summarily rejected.

I.24. SUBMISSION OF BIDS:

The bidders should upload the soft copies of the supporting documents online in CPP Portal (<https://eprocure.gov.in/eprocure/app>).

I.24.A. Submission of EMD:

The details of payment of EMD shall be uploaded in CPP Portal which are as under:

- (i) UTR Number of the payment transaction
- (ii) Bank Name, Date of transfer and amount of EMD paid

I.24.B. Submission of Tender:

The following documents shall be signed with seal and uploaded under the field 'Mandatory Documents'.

- Supporting documents – copies with seal and sign on every page
- Proformas – printed on Letterhead and seal and sign
- Copy of the Site Visit Certificate issued by IIMB
- Test reports from NABL-accredited or certified labs.
- the Letter of Support from the OEM's along with Dealership Certificate in the case of dealers
- Letter of Support from the OEM's in the case of DG Service Providers.

I.24.C. Note: If these documents are not submitted, the bidder cannot complete the process of submission in the portal and his tender will be automatically treated as non-responsive and rejected.

I.24.D. Note: If any discrepancy is found in the documents submitted / if all the required documents are not submitted / if the documents are submitted in any other format, the prescribed authority may either ask for the documents or reject the tender. The decision is at the discretion of the employer.

I.24.E. The Employer/Engineer may, at his discretion, extend the last date of submission of the Tender by amending the Tender Documents in which case all rights and obligations of the Employer and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended.

I.24.F. IIMB reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date.

I.24.G. IIMB's assessment of suitability as per eligibility criteria shall be final and binding.

I.25. IIMB reserves the right to accept or reject any tender or reject all the tenders at any time, without assigning any reason or incurring any liability to the bidders.

I.26. OPENING OF BIDS:

The Technical Bids will be opened as under:

I.26.A. The Technical bids will be opened on the date and time mentioned in this document. Then the bids submitted will be evaluated for technical qualification.

I.26.B. The technical evaluation will be carried out for the criteria mentioned under Eligibility Criteria in this document and the Technical Specifications of each bidder and the bidder who qualifies in the basic criteria as well as Technical Specifications will be declared as qualified in the Technical Bid.

I.26.C. The Price Bids of the bidders who qualify in the Technical Bid will be opened.

I.27. REJECTION OF TENDERS:

I.27.A. If any alternations are made by the bidder in the Tender Documents, the Tender will be liable for rejection.

I.27.B. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.

I.27.C. The bidders are cautioned that not giving complete information called for in the application or not giving it in clear terms or making any changes in prescribed forms or deliberately suppressing the information may result in the application being summarily disqualified / rejected.

I.27.D. The tenders submitted without furnishing the relevant information asked for, are summarily rejected.

I.28. AWARD OF WORK:

The work will be awarded to the bidder who will be H1 after combined evaluation.

The successful bidder will be requested to sign the work order prepared based on the quoted amount, placed on him by the accepting officer.

I.29. The bidder should provide information regarding any current litigation in case the bidder is involved. The details shall be submitted in the letterhead. If the bidder is not involved in any litigation, the bidder shall write NA or Not Applicable and submit the same with seal and sign in CPP Portal.

II. GENERAL CONDITIONS OF CONTRACT

II.1. TIME IS THE ESSENCE OF THE CONTRACT.

II.2. Payment Terms:

- II.2.A. Agency shall submit the invoices after completion of supply and after completion of installation, testing and commissioning of the equipment separately.
- II.2.B. 80% of the invoice amount submitted for supply of the equipment, will be paid after completion of supply of the equipment.
- II.2.C. Balance 20% of the invoice amount submitted for supply of the equipment and 100% of the invoice amount submitted for installation, testing and commissioning of the equipment, will be paid after completion of installation, testing and commissioning and on submission of the Performance Bank Guarantee @ 5% of the final bill value of the contract.
- II.2.D. For claiming the payments, the following documents are required to be submitted:
- II.2.D.a) Invoice with HSN Code, GST No. of the bidder, IIMB GST No.
 - II.2.D.b) Delivery Challan / Bills in duplicate duly pre-receipted
 - II.2.D.c) Supplier Certificate for dispatch
 - II.2.D.d) Consignee receipt

II.3. Procedure for submission of the Invoice:

- II.3.A. The agency shall promptly raise the invoice as per the Tender terms before the 10th day of the month.
- II.3.B. The agency should take the entry seal from the Entry Gate Security. Two DC along with Invoice with seal and sign on security. In the absence of the same, such invoices will not be considered.
- II.3.C. The bill will be checked, certified and sent to Accounts Section for processing the same for payment.
- II.3.D. The payment will be made online to the bank details provided by the contractor, within thirty (30) working days after submission of the undisputed invoice.
- II.3.E. To ensure uninterrupted payment of bills, the agency should update his bank details, the business details regarding the changes if any.

II.4. Contract Termination:

II.4.A. Termination: If the Agency fails to perform the work set out in this Agreement within the stipulated period of time or carry out the work to the satisfaction of IIMB, IIMB shall terminate the Agreement as a whole or a part thereof at the risk and cost of the Contractor, without prior notice.

II.4.B. Consequence of Termination: In the event of termination of this Agreement, the parties agree to promptly fully deliver all the deliverables applicable conceived, created or developed prior to the date of termination.

In case of termination due to the material breach of the terms of this Agreement by the Contractor, IIMB shall get the balance work executed through a third party and recover from the Agency all the additional costs incurred by and damage caused to IIMB in procuring such services from any other third party.

II.4.C. In case any of the information furnished by the Bidder is found to be false or any adverse points come to light subsequent to the Agreement, IIMB, at its discretion, may choose to terminate the Contract, at any time. The decision of IIMB in this regard shall be final and binding.

II.4.D. Termination of Contract for Death:

Without prejudice to any of the rights or remedies under this contract, if the Bidder dies or attains legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Bidder. IIMB shall have the right to get the work completed by itself, or through any other agencies at the cost and risk of the agencies or their successors in interest.

II.4.E. Termination for Insolvency:

IIMB may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to IIMB.

II.4.F. Termination for Convenience:

IIMB, by written notice sent to the contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IIMB's convenience, the extent to which performance of the agency under the Contract is terminated, and the date upon which such termination becomes effective.

II.4.G. Arbitration:

Except where otherwise provided for in the contract, all question and disputes relating to the meaning of the specifications, designs, drawing and instruction herein before mentioned and as to quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or the conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director if the Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director willing to act as such arbitrator. The arbitrator to whom the matter is originally referred to being transferred or vacating his Office or being unable to act for any reason such Director / aforesaid at the time of such transfer, vacation of Office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

II.4.G.a) Subject to as aforesaid the provision of the Arbitration & Conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this Clause.

II.4.G.b) It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.

II.4.G.c) The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

II.4.G.d) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Bidder shall be withheld on account of such proceedings.

II.4.G.e) The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties / fixing date of the first hearing.

II.4.G.f) The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

II.4.G.g) The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.

II.4.G.h) The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

II.5. PERFORMANCE BANK GUARANTEE:

II.5.A. The bidder shall furnish Performance Bank Guarantee (PBG) at five percent (5%) of the final bill value of the contract.

II.5.B. The PBG should be issued by any Scheduled Bank.

II.5.C. The PBG should be valid up to the completion of warranty period plus two months.

II.5.D. The PBG should be submitted in ORIGINAL.

II.5.E. The original PBG will be returned to the bidder after completion of the validity period, on submission of the Request Letter by the bidder.

II.5.F. Validity of the PBG based on the warranty period will be as per the warranty period offered by the bidder.

II.6. WARRANTY:

II.6.A. The warranty period shall be as per the warranty period offered by the bidder, commencing from the date of handing over of the equipment, subject to increase.

II.6.B. Premature failure, if any shall be suitably compensated by the bidder by replacement of new equipment of the same make on site basis.

II.6.C. The bidder warrants that the goods supplied under this contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

II.6.D. The supplier further warrants that all goods supplied in this contract shall have no defect arising from design, materials or workmanship or from any other actor omission of the supplier that may develop under normal use of the supplied goods in the conditions prevailing in the state.

II.7. DELIVERY:

II.7.A. Delivery of the RECD shall be made by the bidder in accordance with the terms specified by IIMB in its schedule of requirements and special conditions of contract and the goods shall remain at the risk of the bidder until delivery has been completed. Delivery of the goods shall be to the ultimate consignee as given in the Work Order.

II.7.B. Transportation arrangements including loading and unloading the equipment, installation and other related works and the entire cost incurred towards the same shall be the responsibility of the bidder himself. Agency shall be responsible for the equipment towards supply, installation, testing and commissioning of the equipment until the complete handing over of the equipment to IIMB.

II.7.C. All the obligations with respect to the contract shall be completed by the bidder as per the schedule mentioned in this document.

II.8. DELAY IN SUPPLY:

II.8.A. The bidder shall supply the goods in accordance with the time schedule specified by IIMB in the Work Order. In case the supply is not completed within the stipulated delivery period, as indicated in the Work Order, IIMB reserves the right to short close / cancel this Work Order and/or recover the liquidated damages. The cancellation / short closing of the order shall be at the risk and responsibility of the bidder and IIMB reserves the right to purchase the balance unsupplied goods from other suppliers at the risk and cost of the defaulting bidder.

II.8.B. Delay in the performance of the delivery obligations shall render the bidder liable to any/all of the following sanctions:

II.8.B.a) Imposition of liquidated damages

II.8.B.b) Termination of the contract for default

II.8.C. If at any time during the performance of the contract, the bidder encounters condition impending timely delivery of the goods, the bidder shall promptly notify to IIMB in writing the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the bidder's notice, IIMB will evaluate the situation and may at its discretion extend the period of delivery (by not more than one week). If the delivery is not completed within this extended period, the Performance Bank Guarantee will get forfeited and the Work Order will be short closed as mentioned under Clause 6.1.

II.9. PENALTY (LIQUIDATED DAMAGES) FOR DELAY IN SUPPLY:

II.9.A. The period of delivery of goods stipulated in the Work Order should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be awarded except in exceptional circumstances. In case, the delivery is to be made after expiry of the contract delivery period, without prior concurrence of IIMB and be accepted by the consignee, such delivery will not deprive IIMB of its right to recover liquidated damages.

II.9.B. If the bidder fails to deliver the goods within the period prescribed for delivery, IIMB shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof. Liquidated Damages charges shall be levied as above on the total value of the concerned package of the Work Order. **Quantum of liquidated damages assessed and levied by IIMB shall be final and not challengeable by the bidder.**

II.9.C. During the warranty period, all faults of the equipment booked shall be rectified within 24 hours of booking of the complaint.

II.10. FORCE MAJEURE:

II.10.A. No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lockouts at the venue, war, natural calamities, pandemics or epidemics, or any other cause beyond its control and without its fault or negligence.

II.10.B. The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement with a written notice to the other party without incurring any liability for breach of contract.

II.11. The material shall be supplied in original packing from the manufacturer clearly indicating the manufacturing date, expiry date and price etc. The supply shall be completed within the delivery time as mentioned in this document.

II.12. The quality of print should not faint and should be legible and clear.

II.13. Any goods found defective after purchase should be replaced free of cost to the satisfaction of IIMB authorities failing which, the cost will be deducted from Performance Bank Guarantee furnished by the bidder.

III. PRICE BID:

III.1. Online Price Bids of the bidders qualified in the Technical Bid will be opened.

III.2. Issue of online Price Bid: Price Bid document (Excel sheet) will be uploaded in CPP Portal.

III.3. Downloading the online Price Bid: The bidders shall follow the instructions given under Clause "Instructions to Bidders" (Downloading the Tender Document) and under "e-Bidding Conditions".

III.4. The bidders should go through the Preamble and any other Instructions carefully before proceeding to quote the rates. Also, the bidders should carefully study and understand the technical specifications, scope of work and drawings before quoting the rates.

III.5. The bidder shall quote the rates for every item of work, in its corresponding Rate column.

III.6. The bidder may ask for clarifications if any regarding the Schedule of Quantities, in the pre-bid meeting or through email or may ask for clarifications orally during the working hours on any working day till the last date of submission of online price bid.

III.7. L1 will be arrived at considering the total amount quoted by the bidder including GST element.

III.8. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://eprocure.gov.in/eprocure/app>. The submission of e-Bids will be only through the e-Tender portal <https://eprocure.gov.in/eprocure/app> Bids will not be accepted in any other form.

The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal <https://eprocure.gov.in/eprocure/app>.

General Instructions to Bidders:

1) For participation in e-procurement all bidders need to enroll themselves on the CPP Portal (<https://eprocure.gov.in/eprocure/app>). Only enrolled/registered bidders with the said portal shall be allowed to participate in the e-tendering process.

2) Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/ register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

3) Tenderers can access tender documents on the website (For searching in the NIC site <https://eprocure.gov.in/eprocure/app>, kindly go to Tender Search option, select tender type and select 'Indian Institute of Management Bangalore' in department type. Thereafter, Click on "Search" button to view all IIM Bengaluru tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://eprocure.gov.in/eprocure/app> as per the

schedule.

4) The Bidders should have Java 8 update 231 version-32 bit for uploading the bid in the CPP Portal.

5) IIMB neither operates nor manages the CPP Portal where online bids are submitted and therefore will not be responsible for any technical issues related to bid submission (viz., being not being able to upload bid, blank/missing/part documents etc.). If the bid is incomplete on account of this, it will be treated as such and evaluated further. For any technical queries/issues related to online bid submission, Bidders must directly approach the support service of CPP Portal as per the details given on their website.

Bill of Quantity (BOQ)- Price bid:

Bidders should necessarily submit their price bid in the format provided and no other format is acceptable. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids. Bidders are required to download the BOQ file, open it and complete the Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Submission of Online Bids:

1) Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>.

2) Bids received by Manual/ Offline bids /E-mail shall not be accepted under any circumstances.

3) The Bidder shall download the Tender Document directly from the website <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it in any manner. In case the same is found to be tampered/modified in any manner, such Tender/Bid will be summarily rejected and EMD would be forfeited.

4) The complete bidding process is online. Bidders should be in possession of a valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above.

5) Bidders are advised to go through "Bidder Manual Kit" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.

6) IIMB shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

7) Due date for Submission of Bids:

- i) EMD must be paid through online transfer as per the bank details mentioned in this document within the due date of submission of bids.
- ii) **Bidders are advised to upload, submit and freeze their E-bids** within the due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- iii) IIMB may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of IIMB and Bidders previously subject to the deadline will thereafter be subject to the due date as extended.

8) Late Submission of EMD:

- i) Any EMD received by the IIMB after the due date for submission of bids prescribed by the IIMB is liable to be rejected.
- ii) Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

9) Withdrawal, Substitution and Modification of Bids:

- i) The bidder may withdraw or resubmit the modified bid his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal. For this, the bidder shall go to 'My Active Bids' and either withdraw or resubmit the modified bid.

10) Opening of E-Bids:

- i) The E-bids shall be opened online by authorized officials of IIMB as per schedule given in the Tender Notice. In the case of two bid tenders, the Price bid of only those bidders who qualified in technical evaluation, shall be opened.
- ii) In the event of the specified date of Bid opening being declared a holiday for IIMB, the Bids shall be opened at the appointed time on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. No separate intimation shall be sent to the bidders in this regard.
- iii) Since E-bid is an online process, the E-bid opening, or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to the process delay and IIMB will not be responsible for the same.
- iv) On opening of technical bids online, accepting the bid will not mean that the bidder is technically or financially qualified.
- v) Bids will be opened online on the specified date and time. There is no need to visit IIMB premises to attend bid opening. If the bids cannot be opened on the due date and time due to any technical or administrative issues (network/ connectivity issues, holidays, office closure etc.) the bids will be opened as soon as the issue is resolved or next working day, as the case may be. Bids submitted online on CPP portal are safe, secure, and confidential and can be seen only after opening following the due process.

IV. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS:

IV.1. To carry out Design, Manufacture, Supply, Installation, Testing and Commissioning of Retrofit Emission Control Device (RECD) on the below mentioned existing DG Sets to reduce Particulate Matter (PM), Hydrocarbon and Carbon Monoxide emission by at least 70%.: :

Sl. No.	DG Rating	Engine Make	Location of Installed D.G Sets
1	1010 KVA	Perkins	Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore=560076
2	1010 KVA	Kirloskar	

IV.2. The Retrofit Emission Control Device (RECD) should be Tested by one of the four Central Pollution Control Board, Govt, of India, recognized/approved test agencies / laboratories (Mentioned below) over 'ISO 8178 – 5 Mode D2 Cycle' for equivalent kVA rating for reduction of Particulate Matter, Carbon Monoxide and Hydrocarbons by more than 70%. Equivalent engine should be considered if either the rated power or the swept power of the test engine of the range of +/- 25% of the rated power or the swept volume of the engine for which the device is being used.

- i. Automotive Research Association of India, Pune (Maharashtra)
- ii. International Centre of Automotive Technology, Manesar (Haryana)
- iii. Indian Institute of Petroleum, Dehradun (Uttarakhand);
- iv. Vehicle Research Development Establishment, Ahmednagar (Maharashtra)

IV.3. Uniformity index before PM separation (emission reduction / filtration) should be >90%.

IV.4. The particulate matter shall be tested at site first without the device on DG in as installed condition during a continues operation of 2 Hours with 90-100 % load. Thereafter it will be measured after installation of retrofit emission control device during a continuous operation of 2 Hours with same load i.e. 90-100%. From the test results particulate matter capturing efficiency of at least 70% to be achieved. The site test shall be conducted in presence of Client's nominated representative and test report to be submitted to IIMB.

IV.5. The bidder shall ensure that the installed Retrofit Emission Control Device (RECD) achieves the minimum specified emission reduction levels as follows:

- Particulate Matter (PM): 70%
- Carbon Monoxide (CO): 70%
- Hydrocarbons (HC): 70%

IV.6. The Operation & Maintenance Manual of the system should be provided before installation.

IV.7. Warranty against material and workmanship of the retrofit emission control device shall be of One Years of operation from the date of successful testing at site/installation of Retrofit Emission Device.

IV.8. All works including civil, electrical, mechanical etc. are under the scope of work of this Contract. Nothing extra other than the quoted rate shall be paid by IIMB.

IV.9. Necessary onsite training shall be provided to IIMB staff for routine maintenance of the retrofit emission control device. No extra cost shall be given by IIMB in this regard.

IV.10. All men and material shall be arranged by the contractor. The contractor shall supply the material to the site at his own cost. Transportation of any kind of material will be in the scope of the contractor only. Nothing extra other than the quoted rate shall be paid by IIMB.

IV.11. Work shall be carried out in the presence of IIMB staff with prior permission and cannot be carried out in operational hours subject to usage of DG.

IV.12. Design & Method statement for installation of the system shall be submitted and got approved by IIMB before commencement of work.

IV.13. Prior to the submission of bid, the bidder is advised to inspect and be fully conversant with the existing infrastructure at project site including availability/laying of cables, equipment, space requirement. All necessary accessories/ items/ tools & tackles etc. required for completion of work shall be incidental to the work and Nothing extra other than quoted rates shall be payable. 100% commissioning of Retrofit emission is the responsibility of the agency.

IV.14. Maintenance of platform with handrailing shall be provided for human safety during maintenance.

IV.15. RECD OEM / Contractor, in whose name the Type approval certificate is issued, is required to submit the quarterly report through real time monitoring of diesel generator set recorded at every 15 minutes, including but not limited to:

- a) Energy consumption
- b) Running hours
- c) Warnings related to ECD diagnosis for the following conditions:
 - Complete loss of particulate capture function
 - Removal of the ECD system
 - Failure of the ECD system
 - Detection of exhaust bypass, temporary or permanent, as part of field/operator tampering

IV.16. High Voltage Safety report from third party is required in case of high voltage usage; wherever voltage exceeds 5000 V, before or after the Transformer/Resistor (TR) set or equivalent.

IV.17. RECD should not be mounted on canopy, as prohibited by GSR 371(E), dated - 17/5/2002.

IV.18. Structural integrity analysis reports to be submitted for the RECD installation.

IV.19. RECD should not consume additional electricity / power either from main supply or DG set to operate. No extra electricity or power would be provided to run the RECD.

IV.20. RECD to be installed on the top of the DG set, with available space. No extra space to install RECD will be provided around the DG set considering the constraint of the space and its cost.

IV.21. RECD should not accumulate any soot, during the emission control process / device operation nor should there be any requirement for the disposal of soot.

IV.22. The equivalent kVA is considered if either the rated power or swept volume of the test engine is in the range of $\pm 25\%$ of the rated power or swept volume of the engine for which the device is being used.

PROFORMA – A
UNDERTAKING LETTER

(Please submit this declaration letter in your office letterhead with Date)

To

Chief Manager (Infrastructure)
Indian Institute of Management Bangalore
Estate Section
Bannerghatta Road
Bangalore - 560 076

Sub:

Dear Sir,

This has reference to your above Notice inviting the tender (NIT) published in your IIMB website.

I/We hereby state that we M/s _____ have read and understood the complete tender document and submitted the necessary supporting documents, EMD and proformas duly filling in the appropriate places without making any alterations, corrections, omissions in the tender issued by the IIMB.

I/We also hereby declare that I/We shall submit the complete Tender Document with seal and sign on every page whenever asked by IIMB.

Signature & Name of the Bidder

PROFORMA – B**BIDDER BANK DETAIL FORM****(Please submit this in your office letterhead)**

The Indian Institute of Management Bangalore
Bannerghatta Road
Bangalore – 560 076

Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the details furnished below:

Sl.No.	Particulars	Particulars
1	Name of the Agency/Organization	
2	Complete Address	
3	Name of the Contact Person	
4	Contact Numbers E-mail id	
5	Savings /current account number	
6	Name of the Bank	
7	Name of the branch with complete address	
8	IFSC Code	
9	PAN Number	

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold IIMB responsible.

Authorised Signatory:

Name:

Designation:

Date:

PROFORMA – C

AGREEMENT WITH THE BIDDER

(TO BE EXECUCUTED ON NON JUDICIAL STAMP PAPER OF THE VALUE OF
Rs. _____ WITHIN 15 DAYS OF ISSUE OF WORK ORDER)

Articles of Agreement for **"Supply, Installation, Testing & Commissioning of Emission Control Device on 1010 kVA Diesel Generator Sets at IIMB Campus"** ("Agreement") is executed on the <Insert Present date> day of _____ Two Thousand and _____,

Between

Indian Institute of Management Bangalore ("IIMB"), an Institute of National Importance declared under the Indian Institutes of Management Act, 2017 having its registered office at Bilekahalli, Bannerghatta Road, Bangalore- 560076, represented through its Director (hereinafter called "IIMB", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the One Part;

And

_____, an organization duly incorporated under the applicable laws of India and having its office

_____, represented by its Proprietor _____ hereinafter called the "Contractor" (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the Other Part.

IIMB, and the Agency shall be individually referred to as "Party" and jointly referred to as "Parties".

Whereas

- **IIMB has, through the Tender dated _____ invited reputed bidders for executing the works in connection with "Supply, Installation, Testing & Commissioning of Emission Control Device on 1010 kVA Diesel Generator Sets at IIMB Campus".**
- **The Contractor, being the successful bidder has been issued the Work Order dated _____ bearing number _____.**
- **IIMB and the Agency agree to bind themselves on the terms and conditions hereinafter mutually agreed to.**

Hence this Agreement is now made and entered into and both the Parties agree as follows:

1. **Scope of Work:** The Scope of Work shall be as per the stipulations contained in the terms and conditions mentioned in the Tender documents on **"Supply, Installation, Testing & Commissioning of Emission Control Device on 1010 kVA Diesel Generator Sets at IIMB Campus"** dated _____. The approximate value of the project, as per the Work Order is Rs _____ (Rupees _____ Only) exclusive of applicable GST.

2. Term: Time is the essence of the Contract. The Agency shall execute and fully complete all the works specified in the Work Order and Tender Document, i.e., within _____ from the date stipulated in the Work Order and in the manner and pursuant to the terms, obligations and conditions set forth herein and in the said Tender and Work Order.

3. Penalty (Liquidated Damages) for Delay in Supply:

3.1 The period of delivery of goods stipulated in the Work Order should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be awarded except in exceptional circumstances. In case, the delivery is to be made after expiry of the contracted delivery period, without prior concurrence of IIMB and be accepted by the consignee, such delivery will not deprive IIMB of his right to recover liquidated damages under Clause 3.2 below.

3.2 If the bidder fails to deliver the goods within the period prescribed for delivery, IIMB shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof. Liquidated Damages charges shall be levied as above on the total value of the concerned package of the Work Order. **Quantum of liquidated damages assessed and levied by IIMB shall be final and not challengeable by the bidder.**

3.3 During the warranty period, all faults of the equipment booked shall be rectified within 24 hours of booking of complaint.

4. Payment Terms:

4.1. Agency shall submit the invoices after completion of supply and after completion of installation, testing and commissioning of the equipment separately.

4.2. 80% of the invoice amount submitted for supply of the equipment, will be paid after completion of supply of the equipment.

4.3. Balance 20% of the invoice amount submitted for supply of the equipment and 100% of the invoice amount submitted for installation, testing and commissioning of the equipment, will be paid after completion of installation, testing and commissioning and on submission of the Performance Bank Guarantee @ 5% of the final bill value of the contract.

4.4. For claiming the payments, the following documents are required to be submitted:

- a) Invoice with HSN Code, GST No. of the bidder, IIMB GST No.
- b) Delivery Challan / Bills in duplicate duly pre-receipted
- c) Supplier Certificate for dispatch
- d) Consignee receipt

5. Obligations of Contractor:

5.1. The Agency shall take all appropriate and reasonable efforts to complete the work at IIMB to the satisfaction of IIMB in a timely and effective manner.

5.2. The Agency shall comply with all the Terms of this Agreement.

5.3. The Agency shall be responsible for complying with all the applicable Laws and IIMB shall not be held liable for any default of the Agency in this regard.

5.4. The Agency shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.

6. Earnest Money Deposit (EMD): The EMD of Rs. _____ (Rupees _____ Only) submitted by the Agency through NEFT / RTGS bearing UTR number _____ dated _____ shall be released on submission of Performance Bank Guarantee for Warranty Period, after completion of installation and handing over of the equipment.

7. Warranty Period:

7.1 The warranty period shall be as per the warranty period offered by the bidder, commencing from the date of handing over of the equipment, subject to increase.

7.2 Premature failure, if any shall be suitably compensated by the bidder by replacement of new equipment of the same make on site basis.

7.3 The bidder warrants that the goods supplied under this contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

7.4 The supplier further warrants that all goods supplied in this contract shall have no defect arising from design, materials or workmanship or from any other actor omission of the supplier that may develop under normal use of the supplied goods in the conditions prevailing in the state.

8. Insurance: The Agency shall provide for adequate insurance cover to his employees. The Agency shall ensure that the said insurance includes all liabilities, which would cover material and building damage, workmen's compensation, third party liabilities etc., (CAR Policy for the Contract Value). The Agency shall produce evidence of insurance coverage for all above before submitting invoices for payment. Such Insurance Policy shall be obtained from a reputed insurer and in the terms approved by IIMB; or if the Agency has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this Agreement, the Agency may assign such policy in favour of IIMB.

9. Indemnity: The Agency shall be responsible for any accident and all compensation payable to anybody including contract labour employed by or out of the Agreement or arising out of and in the course of execution of this Agreement. IIMB shall not be responsible or liable for making any payment whatsoever, which is to be made by the Contractor. If for any reason IIMB is made liable to pay compensation for any accident arising out of and in the course of execution of this Agreement, the Agency shall indemnify IIMB to the fullest extent of compensation awarded or ordered by any Authority.

In the event of the non-fulfilment in any respect of the said covenant's, terms, obligations, and conditions on the part of the Contractor, the Agency shall pay IIMB, all losses, damages, costs, charges and expenses, including legal expenses as IIMB may be directly or indirectly put to in consequence of such non-fulfilment by the Contractor.

10. Termination:

10.1. IIMB shall terminate the Agreement as a whole or a part thereof at the risk and cost of the Contractor, without prior notice,

10.1.a) if the Agency fails to perform the work set out in this Agreement within the stipulated period of time or carry out the work to the satisfaction of IIMB,

10.1.b) if the agency fails to perform any other obligation(s) under the contract,

10.1.c) if the contractor, in either of the above circumstances, does not remedy his failure within a period of 24 hours (or such longer period as IIMB may authorize in writing) after receipt of the default notice from IIMB,

10.2 Any sum of money due and payable to the bidder under this contract may be appropriated by the IIMB or any other person(s) contracting through the IIMB and set off the same against any claim of IIMB or such other person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with IIMB. Or such other person(s) contracting through IIMB.

11. Consequence of Termination: In the event of termination of this Agreement, the parties agree to promptly deliver all the deliverables applicable to the fullest extent conceived, created or developed prior to the date of termination.

In case of termination due to the material breach of the terms of this Agreement by the Contractor, IIMB shall get the balance work executed through a third party and recover from the Agency all the additional costs incurred by and damaged caused to IIMB in procuring such services from any other third party.

12. Arbitration: In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to resolve the disputes amicably, failing which the disputes shall be referred to Arbitration. The Arbitrator shall be appointed by the Director of IIMB. The venue of Arbitration shall be at Bangalore.

13. Applicable Law and Jurisdiction: This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Bangalore, India.

14. Miscellaneous:

a. **Relationship of Parties:** Nothing contained in this Agreement shall be construed as creating a partnership between the Parties or as deeming either Party as an agent or representative of or employee of the other. Neither Party may act as the agent of the other Party or incur any liability on behalf of the other Party.

b. **Assignment:** This Agreement shall not be assigned, sublicensed, sold, mortgaged, sub-contracted, or pledged to any other third person by the Agency without the prior written consent of IIMB.

c. **Publicity:** Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this Agreement. However, all press releases or other public announcements relating to this Agreement must be approved in advance and in writing, in each instance, by both the Parties.

d. **Notice:** All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery consideration receipt and followed by physical copy mailed as set forth above.

e. **Severability:** If any provision of the Agreement is or becomes invalid or impracticable in whole or part, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provisions shall be replaced by valid provisions that come closest to the economic intention pursued by the Parties.

f. **Amendments:** This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.

g. **Force Majeure:** No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lockouts at the venue, war, natural calamities, or any other cause beyond its control and without its fault or negligence.

The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.

h. **Entire Agreement:** The terms and conditions contained in the following documents are deemed to form part of this Agreement, namely, the Tender document including the Notice Inviting Tender, General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and prices, and the Drawings mentioned in the Specifications. The letter of Acceptance, Work Order and all the communication between the Parties will also form part of this Agreement.

In Witness Whereof the said parties hereto have hereunto set their hands.

For IIMB

For Agency

Witnesses:

Witnesses:

1.

1.

2.

2.

PROFORMA - D

LITIGATION DETAILS (COURT CASES/ARBITRATION)

(To be submitted on office letterhead with date)

Year Name of the work

Name of the Client, with Address

Title of the court Case/Arbitration

Detail of the Court/ Arbitrator

Status Pending/ Decided

Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration

Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Signature and seal of Authorized Signatory of bidder

PROFORMA – E

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

(To be submitted on the office letterhead with date)

I / We hereby declare that the bidder / bidder namely M/s **(name of the bidder)** has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the courts.

OR

I / We **(name of the bidder)** hereby declare that the bidder / bidder namely M/s **(name of the bidder of the bidder)** was blacklisted or debarred by Union / State Government or any organization from taking part in Government tenders for a period of years w.e.f. To The period has been completed on and now the bidder / bidder is entitled to take part in Government tenders.

In case the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by the Institute and the PEMD submitted by the bidder will be forfeited.

In addition to the above, Institute will not be responsible to pay the bills for any completed / partially completed work.

Seal and Signature of the Bidder

PROFORMA F**BIDDER CREATION TEMPLATE****(to be submitted on the Office Letterhead)**

Bidder Name	
PAN number	
GSTIN	
TAN Number	
Address	
Email Id	
Phone number	
Bank Name	
Branch Name	
Beneficiary Name	
Bank Account Number	
IFSC Code	
Organisation Type (whether Individual, corporation etc)	
Applicability of E-Invoicing (Yes/No)- (If No, please fill Proforma G)	

(The rows and columns can be adjusted by the bidder according to the length of the information).

PROFORMA G

Declaration On Non-Applicability Of E-Invoicing Provisions Under GST

(ON THE OFFICE LETTERHEAD OF THE BIDDEER)

Date:

The Chief Finance Officer
Indian Institute of Management Bangalore
Bannerghatta Road
Bangalore – 560076
GSTIN: 29AAAAI0405N1ZQ
PAN: AAAAI0405N

Sub : Declaration on non-applicability of e-invoicing provisions under GST

We, (name of the bidder), with PAN, having our registered office at....., hereby declare that our aggregate turnover as per Goods and Services Tax (GST) law in India is less than INR 10 crores and we are not required to comply with the e-invoicing provisions under GST for generation a Unique Invoice Registration Number (IRN) and QR code.

Further, we also undertake that if the aggregate turnover of M/s. (name of the bidder), exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue documents in compliance with the GST provisions.

This statement is true and correct and we agree to compensate you for any demand, credit reversal, denial of refund, loss, interest or penalty imposed due to any incorrect declaration or non-compliance by us.

Thanking you,

Yours faithfully,
For (Bidder Name)

(Signature)

Name of the Authorized signatory
Designation
Contact no.:
e-mail ID:

PROFORMA – H

DECLARATION LETTER

(Please submit this in your office letterhead with date)

To

Chief Manager (Infrastructure)
Indian Institute of Management Bangalore
Estate & Maintenance Section
Bannerghatta Road,
Bangalore - 560 076

Work:

Dear Sir,

Please find herewith enclosed the Technical Bid document comprising of Terms & conditions, General Conditions, Scope of Work and Technical Specifications relating to the works specified in the Technical Bid Document hereinafter set out and having acquired the requisite information relating thereto as affecting the Tender Document, I / We hereby offer to execute the works specified in the said document with the rates mentioned at Price Bid portion of Tender Document and in accordance, in all respects, with the conditions, specifications, & instructions in writing referred to in the conditions of the contract, articles of agreement, and in all other respects in accordance with such conditions so far as they may be applicable.

The document being read and understood all the contents of the Tender Document do hereby accept all the Terms and conditions laid down in the said Tender document and will abide by the same on acceptance and award of work.

Yours Faithfully,

FOR M/s_____