



**RENOVATION AND UPGRADTION WORKS AT
FITNESS CENTER AT MDC AND AT BASEMENT
FLOOR OF HOSTEL BLOCK K**

TENDER DOCUMENT

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This Tender Document contains all the Pages Nos 1- 55 , duly read, and accepted by Me/Us.

INDIAN INSTITUTE OF MANAGEMENT BANGALORE
Bannerghatta Road, BANGALORE -560 076

20th September 2024

e-BID NOTICE

E-Bid participations are invited by IIMB from reputed firms for the work "Renovation and upgradation works at fitness center at MDC and at basement floor of hostel block K" of as per the scope of work. The approximate value of the project is **Rs.20,55,015/- + G.S.T as applicable.** (Rupees Twenty Lakhs Fifty-five Thousand and fifteen rupees plus GST as applicable only).

E.M.D (Rs.)	Period of Completion	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
Rs.55,000/-	45 Days	20.09.2024 to 14.10.2024	Submission of Online Tender: 14.10.2024, 15.00 Hrs Opening of Online Tender (Technical Bid): 15.10.2024, 15.00 Hrs	Qualified bidders will be auto intimated by CPP Portal.
Pre-bid Meeting & site visit			Date: 26.09.2024 Time: 15.00 hours Venue: Estate Office	

I. INSTRUCTIONS TO BIDDERS:

I.1. Bid Validity: 120 days from the date of opening of Online Price Bid.

I.2. 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.3. Period of Contract: Period of Contract is **Forty-Five Days**.

I.4. Downloading the Tender: The procedure for downloading the Tender Document and Price Bid is mentioned in this document.

I.5. Submission of Tender: Tender Document and Price Bid shall be submitted online only, in CPP Portal.

I.6. Defects Liability Period: SIX MONTHS from the date of completion of the work.

I.7. 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) Central Public Procurement Portal (CPP) Portal

I.8. 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.

I.9. The bidder should check for any of the above uploaded in CPP Portal before submission of the Tender. If the bidder submits the tender before the due date, he should be regularly checking the portal for any of the above uploaded. If the revised price bid is uploaded, the bidder should download the Price Bid again, revoke already submitted price bid, quote the rates referring to the revised price bid and upload the same again.

I.10. If any bidder submits the tender before the due date and after his submission of tender, any corrigendum / addendum is uploaded which is directly or indirectly related to quoting in the price bid or submission of the supporting documents other than those prescribed in the tender, such bidder shall revoke the submitted price bid and resubmit the price bid with the revised rates if required and also submit the additional supporting documents.

I.11. If any bidder submits the tender without considering the corrigenda uploaded if any, or if any bidder does not submit the revised price bid, or if any bidder does not submit the additional supporting documents, the tender submitted by such bidder will be rejected summarily.

I.12. 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.13. 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.14. PRE-BID MEETING:

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.

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.

The bidders should download the minutes of the Pre-Bid Meeting, sign on the same with seal and upload it along with the other documents while submitting the Tender.

This being an item rate Contract, the rate quoted shall remain firm. The quantities shown against each item are only approximate and hence any reduction or increase thereof during the currency of the Contract shall not vitiate the Contract. The quantity of actual work may increase or decrease, the bidder will have no claim on this account.

I.15. The successful bidder, after award of the contract, must produce the following documents, before entering into agreement.

- a. Complete Tender Document with sign and seal of the authorized person
- b. Drawings with seal and sign of the authorized person
- c. Minutes of the Prebid Meeting with sign and seal of the authorized person
- d. Corrigenda if any with sign and seal of the authorized person

I.16. If any bidder leaves any cell blank or does not quote any rate or quotes as zero for any of the items, the tender submitted by such bidder shall be rejected summarily.

I.17. Site Visit by the bidder is mandatory. The bidder should visit the work site and obtain the Site Visit Certificate by IIMB and shall submit the copy of the certificate along with the tender.

The Bidder/s shall visit the site to acquaint himself / themselves with the site conditions and study the drawings and specifications in detail prior to Bidding and no claims will be entertained on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed. No cost incurred towards site visit like travelling expenses and accommodation expenses can be claimed. Such expenses are entirely the responsibility of the bidder.

II - REGISTRATION PROCESS ON ONLINE PORTAL

- II.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.
- II.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'.
- II.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.
- II.4** The Bidders should have Java 8 update 231 version-32 bit for uploading the bid in the CPP Portal.
- II.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.
- II.6** Bidders should 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 colored (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.

III - ESSENTIAL CRITERIA:

The prospective bidders who meet the following requirements will be considered as qualified bidders and the Online Price Bids of only those bidders qualified in the Technical Bid will be opened. The management has the right to disqualify those bidders who do not meet these requirements.

III.1 The bidder should have single contract of carrying out similar activities in last three years from any reputed Private / Government Organization. A work order and completion certificate must be enclosed in respect of the contracts executed.

In case of completion certificate not issued by organization, payment proof of executed contract shall be submitted.(Highlighting the transaction of payment to be attached)

III.2 The bidder should provide work details as per the Proforma –I.

III.3 The bidder should have completed the work with the value mentioned as below:

**One similar work costing not less than Rs.16.45 lakhs
(Rupees sixteen lakhs forty five thousand only)**

OR

**Two similar works costing each not less than Rs.10.30 lakhs
(Rupees Ten lakhs thirty thousand only)**

OR

**Three similar works costing each not less than Rs.8.25 lakhs
(Rupees Eight lakhs twenty five thousand only)**

III.4 The bidder should have the minimum **Average Annual Financial Turnover (during the previous three financial years) of Rs.10,30,000/- (Rupees Ten Lakhs thirty thousand only)** ending 31st March 2024 and shall submit the documentary evidence for the same, i.e. IT Returns filed for the last three financial years, Audited Balance Sheet and Profit and Loss Account for these three financial years and Auditor Letter certifying the annual turnover of the bidder for these three financial years, failing which the bidder will not be eligible for the Technical Bid Evaluation.

IV - ELIGIBILITY CRITERIA:

The bidder shall submit the proof of work done in any of the organizations mentioned below.

In Central or State Govt. / Central or State Govt. Autonomous Bodies / Central or State PSUs / Central or State PWD / MES / Railways / Institutes of higher learning equivalent to IIMB / Any Reputed Private Organization – The bidder should have completed the similar / civil work in any of the above-mentioned organizations.

Note: Work Completion Certificate should be attached as proof of work done. In case the Work Completion Certificates are not issued, proof of payment received from the client shall be submitted – highlighting the related payment.

The bidder should have executed works in Bangalore. Documentary proof including contact details shall be submitted.

IIMB reserves the right to inspect the materials as indicated by the bidder.

V – EVALUATION OF TENDER:

The bidders who fulfil all the requirements of the Essential and eligibility Criteria will get qualified for evaluation of their technical bids.

The evaluation of the tenders will be done as per the criteria detailed below:

- (a) Work experience (single work / two works / three works) (work experience mentioned under Clause III.C will be evaluated for the value of the work done.
- (b) Work experience in any one of the organizations - Central or State Govt. / Central or State Govt. Autonomous Bodies / Central or State PSUs / Central or State PWD / MES / Railways / Institutes of higher learning equivalent to IIMB / Private Organizations.
- (c) The bidder should have executed works in Bangalore. Documentary proof including contact details shall be submitted.

The bidder is considered as qualified in the Technical Bid subject to satisfaction of the above two parameters.

Bidders should not have been carrying any adverse remarks in IIMB or other similar report from any authority.

Bidders who are debarred/ blacklisted by any Central / State Government organization / DGS&D / NCCF / Kendriya Bhandar / PSU during the last three years are not allowed to participate in the tender. In case the bidder is found to be debarred or blacklisted at any point of time during the evaluation period, the tender of such bidder will become null and void and he will be declared as not qualified for opening of price bid.

The bidder shall submit a declaration in his office letterhead regarding non-blacklisting.

VI - EARNEST MONEY DEPOSIT:

VI.1 The bidder shall submit the EMD through online transfer to IIMB.

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	: 0133145000019

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).

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.

VI.2 Exemption from paying the EMD:

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

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

VI.3 NO INTEREST WILL BE PAID ON EMD DEPOSIT.

VI.4 Any tender not accompanied by an acceptable Earnest Money Deposit and not secured in the payment modes as indicated above shall be rejected by the IIMB as non-responsive.

VI.5 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 7 days of issue of work order or commence the work or produce the required documents to IIMB mentioned in this document.
 - ii) 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.
 - iii)

VI.6 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 vide Proforma – B).**

VI.7 Return of EMD:**Unsuccessful Bidders:**

- (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:

EMD will be returned after completion of the Defects Liability Period, subject to fulfilment of obligations if any, by the contractor.

In case, the bidder stops the work abruptly, the security deposit submitted through Bank Guarantee will be forfeited.

VI.8 Late Submission of EMD:

Any EMD received by the IIMB after the due date for submission of bids prescribed by the IIMB is liable to be rejected.

Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

VII - SECURITY DEPOSIT:

VII.1 Five percent (5%) of the Gross Value of each bill will be deducted as Security Deposit from the concerned RA Bill. And shall be returned after the defect liability period.

VII.2 No interest will be paid on the Security Deposit.

VII.3 The above deposit will be held by IIMB as security for the satisfactory performance of the contract. All compensations or other sums of money payable by the bidder to IIMB under the terms and conditions of this contract may be deducted from this security deposit or from any other sums that may be due or may become due to the bidder by IIMB on any account whatsoever, and in the event of the security deposit being reduced by reasons of any such deductions, the bidder shall within ten days thereafter make good these deductions.

VII.4 No deposit will be recovered for work of routine maintenance except for special works where the maintenance period is essential and specifically stipulated in the contract etc., like tar-felting, water proofing etc.

VII.5 The Security Deposit will be refunded only after the Completion of the defect liability period after inspection by the Engineer-in-Charge.

VII.6 The above deposit will be held by the company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the bidder to the company under the terms and conditions of this contract may be deducted from this security deposit or from any other sums that may be due, or may become due to the bidder by the company on any account what so ever, and in the event of the security deposit being reduced by reasons of any such deductions the bidder shall within ten days thereafter make good these deductions.

VII.7 No deposit will be recovered for the works of routine maintenance except for special works where maintenance period is essential and specifically stipulated in the contract etc., like tar felting, water proofing etc.

VII.8 LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

Any Sum of money due and payable to the Contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by IIMB in respect of payment of a Sum of money arising out of or under any other contract made by the Contractor with the IIMB. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the IIMB will be kept withheld or retained as such by the IIMB or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

VIII - SUBMISSION OF BIDS:

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

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

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.

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.

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 Certificate (DSC) for submission of Bids.

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.

The bidders should upload the soft copies of the Tender Document online in CPP Portal.

- VIII.1** EMD must be paid through online transfer as per the bank details mentioned in this document within the due date of submission of bids.
- VIII.2** 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.
- VIII.3** 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.
- VIII.4** 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.
- VIII.5** Amendment of bid document - At any time prior to the deadline for submission of proposals, institutions reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents

VIII.6 Submission of Technical Bids:

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

- a) Documentary proof of Annual Turnover of previous 3 financial years
- b) Supporting documents – copies with seal and sign on every page
- c) Proformas – printed on Letterhead and seal and sign
- d) Copy of the Site Visit Certificate issued by IIMB
- e) Proof of previous work executed in Bangalore.

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.

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.

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.

IIMB does not undertake to assign reason for rejecting any particular tender. The accepting authority also reserves the right to accept in full, or a part thereof or reject the tender or to divide the tender among more than one Bidders if deemed necessary without assigning any reason.

VIII.7 Submission of price bid

- a) 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.
- b) Before Bidding, the bidders are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, specifications and all other documents which form part of the agreement to be entered into.
- c) The rates quoted shall be for execution of finished items of works as indicated in the Bill of Quantities, which include cost of all materials, consumables, labours, plants, equipment, machineries, transportation of materials to site, loading, unloading, testing of materials and works, samples for testing, all taxes, duties, royalties, Octroi, cost of incidental charges on tools / plants, cost of labour, bidder's overheads, profit etc. to complete the item as per stipulated specifications & description in Bill of Quantities.

VIII.8 Opening of bids:

The Technical Bids will be opened as under:

- 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.
- b) The Price Bids of the bidders who qualify in the Technical Bid will be opened.
- c) 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 tender, the Price bid of only those bidders who qualified in technical evaluation, shall be opened.
- d) 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 bid system, the price bid shall be opened only after technical evaluation. No separate intimation shall be sent to the bidders in this regard.
- e) 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.
- f) On opening of technical bids online, accepting the bid will not mean that the firm is technically or financially qualified.
- g) 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.

VIII.9 Rejection of tenders:

- a) If any alterations are made by the bidder in the Tender Documents, the Tender will be liable for rejection.
- 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.
- 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.
- d) The tenders submitted without furnishing the relevant information asked for, are summarily rejected.

- e) If the bidder deliberately gives wrong information in his tender or creates conditions favorable for acceptance of his tender, the accepting officer reserves the right to reject such tender at any stage and forfeit the earnest money. The accepting officer shall be at liberty to foreclose the contract without prejudice to any other remedies that may be available to IIMB under the contract, even after the acceptance of the tender.
- f) Conditional and un-witnessed tenders, tenders containing freak rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- g) Bids shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by IIMB to the successful Bidder. If necessary, IIMB will obtain clarification on the offers by requesting such information from any or all the Bidders, in writing as may be considered necessary, from time to time. Bidder will not be permitted to change the subject matter of their offer after the Tenders have been opened.
- h) Bidders are required to sign with a seal on every page of the bid document including the drawings attached thereto and any common set of deviations / corrigendum issued by IIMB. All corrections in the bid documents must also be signed by the bidder. The tenders uploaded online without furnishing the relevant information asked for, are summarily rejected.
- i) Under no circumstances will a father and his sons or other close relations who have business dealing with one another be allowed to tender for the same Contract as separate competitors. A breach of this condition will render both the parties disqualified from Bidding for the Contract.
- j) If the bidder desires to entrust his affairs to any person, a power of attorney duly authenticated by a Magistrate / Notary / Court / Judge in favour of such person, shall be submitted to IIMB, acceptance of which shall be at the discretion of the Accepting Officer.
- k) All notices, communications reference and complaints under this contract shall be made by sending email ids mentioned in this document.

IX - AWARD OF WORK:

- IX-1** The accepting officer reserves the right to place order as a whole or part of any item only as deemed fit.
- IX-2** The work will be awarded to the bidder who has quoted the lowest amount including GST in the online Price Bid.
- IX-3** The successful bidder will be requested to sign the work order prepared based on the quoted amount, placed on him by the accepting officer.
- IX-4** Bidder should provide information regarding any current litigation in case the bidder is involved. The details shall be submitted on the letterhead. If the bidder is not indulged in any litigation, he shall type 'NO LITIGATION' on the letterhead and submit with seal and sign.
- IX-5** Please fill in the checklist given at the end of this document to ensure the submission of all the documents properly.
- IX-6** In case of any discrepancy/ ambiguity regarding any detailing found in the tender documents, the bidder shall address all his queries / request for clarifications. The queries should be sent only till the submission of the Technical Bid and at the time of the Prebid meeting. Queries / Request received after the opening of the Technical Bid and/or other than the Pre-Bid Meeting will not be entertained.
- IX-7** If the bidder does not have any query / request for clarification, it will be understood that he has gone through all the relevant clauses, and he is satisfied. No claims or misinterpretation of words will be entertained after award of work.
- IX-8** Should a bidder find discrepancies or omissions in the drawings or in the tender documents or should be in doubt as to their meaning he should address the authority inviting tender, for clarification. Every endeavor is made to avoid any errors which can materially affect the basis of the tender, but the successful bidder shall take upon himself the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof. The decision of the Engineer-in-charge shall be final and binding on the bidder in this respect.
- IX-9** The successful bidder to whom the Work Order will be issued by IIMB, shall have to enter into an Agreement with IIMB - within 7 days of receipt of the Work Order and bear all the expenses which he may be required to incur for the above.
- IX-10** The time allowed for the execution of the Works as specified in the Schedule or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule or from the date of handing over of the side whichever is later. If the Bidder commits default in commencing the execution of the work as aforesaid. IIMB shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

X -GENERAL CONDITIONS OF CONTRACT

X-1 TIME IS THE ESSENCE OF THE CONTRACT.

X-2 Definitions and Interpretation Clauses:

In this tender document the following words shall have the meanings herein assigned to them:

- a) "**COMPANY**", "**EMPLOYER**", "**IIMB**" and "**ACCEPTING AUTHORITY**" shall mean "**Indian Institute of Management Bangalore**" Bangalore.
- b) "**BIDDER**" shall mean one or more Bidder or Contractors jointly or generally engaged in the works to which these documents pertain to and shall include his / their heirs, executors and administrators.
- c) "**ENGINEER**", "**ENGINEER-IN-CHARGE**", "**CONSULTANTS**", "**ARCHITECTS**" and "**CONSULTING ENGINEERS**" shall mean Engineer Representatives of IIMB and the Consultants appointed by the Company for this specific project, including the Consultants representative.
- d) "**WORKS SITE**" and "**SITE OF WORKS**" shall mean the extent of land which the company places at the disposal of the Bidder from time to time for the purpose of executing the contract works.
- e) "**DRAWINGS**" shall mean the plans, sections, elevations and details of works annexed to this contract document and such further drawings as the Engineer may issue from time to time, during the progress of works and shall include tracings and photographic prints.
- f) "As specified" or "As directed" or "As specified and directed as per specifications" include the entire contents of these documents and also the instructions and/or "Drawings" issued by the Engineer-in-Charge from time to time during the execution of work.
- g) "**BILL of QUANTITIES**" shall also include schedule of prices, i.e., the items of work for which the bidders have to quote the unit rate only.
- h) "**CONTRACT**" or "**TENDER**" shall mean the entire contents of these documents viz.,
 - Tender Notice
 - Instructions to bidders.
 - General conditions of Contract.
 - Special Conditions of Contract.
 - Technical Specifications.
 - Bill of Quantities- Schedule
 - Any correspondence that has taken place between the Bidder and IIMB from the time the tender is submitted to the time the acceptance is communicated
 - Acceptance by the Accepting Officer and Work order by Officer-in-Charge.
 - Tender drawings.

- i) **"SSR" Standard Schedule of Rates** shall mean the CPWD Standard Schedule of Rates with amendments there on as approved.
- j) **"SCHEDULE"** shall mean the probable bill of quantities.
- k) **"SCHEDULED BANK"** means a bank included in the second schedule to the Reserve Bank of India Act 1934, or modification there to.

X-3 Inspection of work:

- a) As soon as possible after the Contract is concluded, the Bidder shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of between the Engineer-in-Charge and the Bidder within the limitations of time imposed various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-Charge
- b) The Engineer-in-Charge shall have power at any time to inspect and examine any part of the works either at the manufacturing plant or at the site of execution and the Bidder shall give such facilities as may be required to be given for such inspection and examination.
- c) Should the Engineer-in-Charge consider, at any time during the construction or reconstruction or prior to the expiration of the maintenance period, that any work has been executed with unsound imperfect or unskilful workmanship or of a quality inferior to that contracted for, or not otherwise in accordance with the contract (in respect whereof the decision of the Engineer-in-Charge shall be final binding and conclusive), the Bidder shall on demand in writing from the Engineer-in-Charge specifying the fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may require, at his own expense to the entire satisfaction of the Engineer-in-charge, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in its demand aforesaid, IIMB may carry out the work by other means at the risk and expense in all respects of the Bidder. However, the liability of the Bidder under this conditions shall not extend beyond the maintenance period except as regards workmanship which the ENGINEER IN-CHARGE shall have previously given notice to the Bidder to rectify.

X-4 Approval of works by stages:

All work consisting of more than one process shall be subject to examination and approval at each stage by the Engineer-in-Charge or his nominee thereof and the Bidder shall give due notice in writing to the Engineer-in-Charge when such stage is ready. In default of such notice being received, the Engineer-in-Charge shall be entitled to disallow the work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive.

If any work is so disallowed, the same shall be redone by the Bidder at his cost to the satisfaction of the Engineer-in-charge. Also in the event of failure of the Bidder to give notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge at the Bidder's expense.

X-5 Measurements of work done

- a) The Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measure the value in accordance with the contract of work done.
- b) All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the bidder or his authorized representative from time to time during the progress of the work. If the bidder objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
- c) If for any reason the bidder or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge on his representative, the Engineer-in-Charge and the Department shall not entertain any claim from bidder for any loss or damages on his account. If the bidder or his authorize representative does not remain present at the time of such measurements after the bidder or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Bidder.
- d) The bidder shall, without extra charge, provide all assistance with every appliance, labor and other things necessary to measurement and recording levels.
- e) Except where any general or detailed description of the work expressly shows to the contrary measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then mutually agreed method shall be followed:
- f) The bidder shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in -charge of the work who shall within the aforesaid period of seven days inspect the work and if any work shall be covered up and placed beyond the reach of measurement without such notice having been given to the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Bidder's expense, or in default thereof no payment or allowance shall be made to such work or the materials with which the same was executed.

- g) It is also a term of his contract that recording of measurement of any term of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the bidder from liabilities from any over measurement defects noticed till completion of the defects liability period.

X-6 Computerized measurement book

- a) The Engineer-in-Charge shall, except as otherwise provided, ascertain determine by measurement, the value of work done in accordance with the contract.
- b) Measurements of all items having financial value shall be entered by the bidder and compiled in the shape of the Computerized Measurement entered in the Book having pages of A-4 size as per the format of the department so that a complete record of all the items of works performed under the contract is obtained.
- c) All such measurements and levels recorded by the bidder or his authorized representative from time to time, during the progress of the work, shall be got checked by the bidder from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the bidder for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the bidder or their representatives in token of their acceptance.
- d) The final, fair, computerized measurement book given by the bidder, duly bound, with its pages numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is notice, the bidder shall have to submit a fresh computerized MB with its pages duly numbered and bound, after getting the earlier MB cancelled by the department. The bidder shall submit two spare copies of such computerized MB's for the purpose of reference and records by the various officers of the department.
- e) The bidder shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Office and allotted a number as per the computerized record I the same way as done for the measurement book meant for measurements.
- f) The bidder shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.
- g) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards

and if for any item no such standard is available then a mutually agreed method shall be followed.

h) It is also a term of this contract that checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the bidder from liabilities from any over measurement or defects noticed till completion of the defects liability period.

i) Deviations and amendments:

j) Bidder shall execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in the Schedule and also carry out such deviation as may be ordered.

k) Pricing of deviation:

The following order of precedence for pricing deviations are binding on the Contractors.

- Deviations will be priced at Schedule of rates where the item is already included in Schedule.
- In respect of items not included in Schedule but where similar items are found in Schedule of rates directly from Schedule items where such a direct derivation is possible.
- Where the rate cannot directly be derived from the Schedule the same will be worked out with reference to Schedule and standard schedule of rates (with the percentage of application over and above the same as approved.)
- Where it is not possible to derive the rate from the standard schedule of rates, the same will be based on the actual cost to the Bidder plus a profit of 10%. In this case the Bidder has to produce satisfactory evidence / vouchers as proof of expenditure.

X-7 Payment

a) In consideration of the work done under this Agreement, IIMB agrees to pay the Contractor on the basis of work completed at the time of submission of RA bill during that period. The Contractor shall be responsible for payment of all applicable Taxes on the works contract.

b) The contractor shall promptly raise an invoice to IIMB on the completion of work as per the Tender terms before the 10th day of the month, for the works completed in the previous month.

c) The bill should be accompanied by the statement and photos (If needed) of the progress of work, the required documents, measurement sheets of the work done duly signed with seal on every page and countersigned by the Engineer in-charge and the Consultant (if appointed) and other necessary documents.

- d) The bill will be checked, certified and sent to Accounts Section for processing the same for payment.
- e) 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 (RA Bill).
- f) To ensure uninterrupted payment of bills, the contractor should update his bank details, the business details regarding the changes if any.
- g) During the defects liability period / maintenance period, the bidder shall be responsible to make good, free of cost, all defects or damages which occur due to defective workmanship / use of substandard materials. If the bidder fails to make good such defects or damages even after intimation to him within a reasonable time, IIMB shall get the same rectified as deemed fit at the contractors' risk and cost, and the expenditure incurred by IIMB shall be deducted from the Security Deposit before releasing the same.

X-8 Running Account Remittance: (R A R)

Payment in respect of work done will be based on certificate from Engineer-in-charge as to the value of work done. This certificate should be supported by a bill from the bidder indicating the quantities of work done and rates adopted for evaluation of the work or percentage of work.

Memorandum of Payment:

- a. Total value of work done -----
- b. Deduct total value of the work done upto previous bills ---
- c. Deduct for Security Deposit ----- 5%
- d. Deduct for Income Tax ----- 2%
- e. Deduct for Labour welfare cess ----- 1%
- f. Deduct for Material advance paid if any. -----
- g. Deduct for Mobilisation advance with interest, if any. -----
- h. Deduction of Electricity & water charges supplied, if any---
- i. Any other dues recoverable by IIMB from the Bidder under the present or any other contract. -----

During the progress of work for each contract the bidder shall prefer claims giving details of work done, rate and value to the Engineer-in-charge. These claims are called RAR bills and RAR payments will be normally made once in a calendar month. These bills will be checked by the Engineer-in-Charge with reference to either the percentage of the value of work done or on the basis of actual measurements wherever available and recommend payment of the bill with due adjustment for recoveries and RAR payment (including material advance) effected.

X-9 Pre-final rar's:

A pre-final RAR is raised only when the work is completed, and the complete measurement is recorded in the MB's by the Engineer-in-charge duly accepted by the bidder. Pre-final RAR will be sent to the Accounts Department by the Engineer-in-charge only after the check measurements and endorsement in the MB's.

X-10 Final bill:

On completion of the work, the complete measurements are recorded in measurement books and accepted by the bidder. There upon a final bill shall be submitted by the bidder within ONE MONTH from the date of completion of the work, to ensure payment being made before the expiry of six months from the date of completion of work. If needed a 'NO DEMAND CERTIFICATE" shall be taken from the successful bidder after the completion of defect liability period if instructed by Engineer in charge.

X-11 Defects liability (maintenance) period:

The normal period of maintenance for all work will be **Six Months** from actual completion of work and for special items of work such as Tar felting, Anti-termite treatment etc., as mentioned in the body of the specification. During this period the Bidder will be responsible for rectifying all defects noticed and attributable to defective workmanship in respect of the work executed by him. As soon as any defects come to the notice, Engineer-in-Charge shall request the Bidder in writing to rectify the defects noticed.

X-12 Recovery for any over payment made:

Should there be any over payments made inadvertently to the Bidder on this account or in any other contract, the Company shall recover such amount from the Bidder either by deducting the amount from any sums that may due or may become due to the Bidder by the Company on any account whatsoever from this or any other contract or from the security-cum-earnest money deposit made by the Bidder.

X-13 Time and extension for delay:

If the Bidder shall desire an extension of time for the completion of the work on the ground of his having being unavoidably hindered in its execution in consequence of altered, additional or substituted work, or any other ground, he shall apply in writing to the Engineer in charge within seven days of the hindrance on account of which he desires such extension as aforesaid and the Accepting Authority shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper

X-14 If the works be delayed:

- i. Force majeure, or
- ii. Abnormal bad weather, or
- iii. Serious loss or damage by the, or
- iv. Civil commotion, local commotion of workmen, strike or lookout, affecting any of the trades employed or the work, or
- v. Delay on the part of other contractors or tradesmen engaged by /Engineer-in-Charge in executing work not forming part of the Contract, or
- vi. Non-availability of stores, which are the responsibility of Government to supply/or

- vii. Non-availability or break down of tools and Plant to be supplied or supplied by Government or
- viii. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Bidder's control.
 - a) Then upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to the Engineer-in Charge but shall nevertheless use constantly his best and endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
 - b) Request to rescheduling of milestones and extension of time, to be eligible to consideration, shall be made by the Bidder in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Bidder may also, if practicable, indicate in such a request the period of which extension is desired.
 - c) In any such case the Engineer-in-Charge may give a fair and reasonable extension of time and reschedule the milestones to completion of work. Such extension shall be communicated to the Bidder by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. No application by the bidder to extension of time shall be a bar for giving fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the bidder.
 - d) In such case the Accepting Officer may grant fair and reasonable extension in the completion dates of individual items or work for which the separate period of completion is mentioned in the contract documents or work order as applicable. Upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to Engineer-in-Charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-Charge to proceed with the works extension of time as granted above shall be communicated to the Bidder by the Engineer-in-Charge in writing and shall be final and binding.
 - e) No claims in respect of compensation or otherwise, however, arising as a result of extension granted shall be admitted.

X-15 Penalty for delay in execution:

- a) In case of failure on the part of Bidder to complete the work and clear the site on or before the time stipulated in the contract or the extended date / period of completion, the Bidder shall, without prejudice to any other right or remedy of the Company on account of such breach, pay penalty as compensation @ **1.0 %** per week on unfinished work/balance work upto a maximum of **10 %** of the value of work order.
- b) The amount of compensation may be adjusted or set off against any sum payable to the Bidder under this or any other contract with IIMB.
- c) If the bidder makes good the shortfall on works within the stipulated time or extended time of completion, penalty may be refunded on receiving written application from the bidder.

X-16 Site Supervision:

The Bidder shall either himself supervise the execution of the contract or shall appoint competent and experienced Engineers on his own for supervision of the work. Where the Bidder is not a qualified Engineer or even if he is so qualified but in the opinion of the Accepting Authority, cannot give full attention to the works, the Bidder shall at his own expense employ adequate Engineers, as indicated in manpower deployment schedule, to supervise the work and to receive instructions from the Engineer-in-Charge.

X-17 Setting out of the building:

The setting out of the building shall be done by the Bidder himself. All measurements shall comply with the dimensions noted on the drawings. The Bidder shall construct centre line pillars wherever necessary at his own cost and the setting out shall be got checked, approved and certified by the Engineer-in-Charge before execution of work.

X-18 Provisions of Embedding Electric Conduit etc.:

Provisions shall be made during the progress of work for embedding electric conduit etc., wherever necessary as directed. Opening shall be left for service lines, machine foundations as required and as per instructions of the Engineer-in-Charge.

X-19 Damage to Service Lines etc.:

Care shall be taken in execution of work so as not to damage service line etc., coming in the way of construction. If any damage is caused to the line, the cost of replacing or repairs shall be borne by the Bidder.

X-20 Work Schedule:

The work schedule shall be submitted on the enclosed activity schedule along with the equipment & manpower mobilization schedule envisaged for timely completion of work within the stipulated time for completion of work.

X-21 Provision of Machine, Transport etc.:

The bidder shall provide himself with requisite number of welding sets, hoisting equipment, transport vehicles etc., required for the complete satisfactory execution of work. The Bidder shall furnish a list of specific equipment to be mobilized by him, of acceptance of contract as agreed / directed by the Engineer-in-charge.

X-22 Materials supplied by the Bidder:

The Bidder shall furnish in accordance with technical specifications enclosed with this tender.

X-23 Other materials:

All other materials required for the work shall also be supplied by the Bidder. These shall conform to appropriate Indian Standard Specification and procured from approved manufacturer.

X-24 Royalties:

The Bidder shall be liable to pay all royalties chargeable on Government Local Bodies or company materials required for the work.

X-25 Rejected Material:

All rejected material will at once be removed from the site by the Bidder to such distance as may be desired.

X-26 Scope Of Completion:

Completion includes completion of all works in accordance with plans and specifications, removal of all yard mess accumulated during construction, leveling and cleaning up the site and generally cleaning the whole building or works.

On intimation from the Bidder about the completion, the works will be inspected by the Engineer-in-charge and a completion certificate will be issued.

X-27 Temporary Road:

The Bidder shall, at his expense, provide such temporary roads on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion such roads shall be broken up & leveled where so required by the drawings at Contractors expense unless the ENGINEER IN-CHARGE shall otherwise direct.

X-28 Sign Board And Hoardings:

The Bidder shall not affix to place any placards or advertisement of any description or permit the same to be affixed or place in or upon any hoarding, gantry, building/structure other than that approved by the ENGINEER IN-CHARGE.

X-29 Scientific And Measuring Instruments:

Total station, Theodolite, leveling instruments, prismatic compass / chain, steel and metallic tapes and all other surveying and material testing instruments found necessary on the works shall be provided by the Bidder at his expense for the due performance of this contract as instructed by the Engineer-in-Charge.

X-30 Concealed Items To Be Recorded Prior To Covering Up:

Measurements of all items of work including extra items if any, such as, work in foundations including excavations, plinth filling, masonry concrete etc., steel in all RCC works, pipe to be encased etc., shall be got recorded from the authorized Engineer-in-Charge by the Bidder before they are covered up. Immediately the work is ready for measurements, Bidder will give specific notice to Engineer-in-Charge on site for recording the measurements.

If the Engineer fails to record the measurements the Bidder will refer the matter to the Chief Manager (Infrastructure) for instructions, but in no case shall he cover up the work without the permissions.

Before commencing the work, it shall be obligatory for the bidder to obtain, at his own cost, insurance cover under the following requirements.

- i) Liability for death or injury to any person or loss to any property (other than the work) arisen out the performance of the Contract.
- ii) Any other insurance cover as may be required by the law of the land like workmen insurance etc.

X-31 Dismantled materials:

Materials obtained from demolition / dismantling work, shall remain with the Bidder at his own risk till such time the Bidder removes them to the IIMB. Should the Bidder fail to remove such dismantled materials to IIMB within 10 days from the date of completion, the Engineer-in-Charge will be entitled to remove them at the risk and cost in all respects of the Bidder.

XI - CONTRACT TERMINATION:**XI-1 Consequence of Termination:**

- a) 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.
- b) If the Contractor fails to perform the work set out in this Agreement within the stipulated period to 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.
- c) 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 Contractor all the additional costs incurred by and damage caused to IIMB in procuring such services from any other third party.
- d) In case any of the information furnished by the Bidder is found to be false or any adverse points come to light after 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.

XI-2 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 contractors or agency at the cost and risk of the contractors or his successors in interest.

XI-3 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.

XI-4 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 contractor under the Contract is terminated, and the date upon which such termination becomes effective.

XII - CANCELLATION OF CONTRACT FOR BIDDER DEFAULT:

If the Bidder:

- XII-1** Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in the state after a reasonable notice from ENGINEER IN-CHARGE.
- XII-2** In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work, with due diligence and continues in that state after a reasonable notice from Engineer-in-Charge.
- XII-3** Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued thereunder, or
- XII-4** The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to IIMB cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may get completed the work at the Contractors risk and cost, provided always that in the event of the cost, of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the IIMB. If the cost of completion exceeds the money due to the Bidder under this contract, the Bidder shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Bidder by other means.
- XII-5** In case IIMB completes the work or any part thereof under provisions of this condition the cost of such completion to be taken into account for determining the excess cost to be charged to the Bidder under this condition, it shall consist of the cost of materials purchased / and / or labour provided by IIMB which on addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-Charge whose decision shall be final and conclusive.

XII-6 FORECLOSURE OF CONTRACT FOR ADMINISTRATIVE REASONS:

IIMB reserves the right to terminate the contract at any time after acceptance of the tender if IIMB decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractors. The compensation, if any payable for such foreclosure of work will be discussed mutually between IIMB and Bidder and settled after taking into consideration the loss suffered by the Bidder on account of the foreclosure of the contract. The Bidder shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantages which he might have derived consequent on foreclosure of the whole or part of the works. IIMB shall have the option to take over the Contractors materials or any part thereof, either brought to the site or to which the Bidder is legally bound to accept the delivery from the suppliers.

The amount of compensation payable to the Bidder due to foreclosure will be decided by the competent authority of IIMB.

XIII - ARBITRATION:

- XIII-1** 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 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 person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- XIII-2** 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.
- XIII-3** It is a term of the contract that the party involving in 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.
- XIII-4** The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- XIII-5** 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.
- XIII-6** 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.
- XIII-7** The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- XIII-8** The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.
- XIII-9** The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

XIV - SECURITY AND PROTECTION:

- a) The Bidder shall at his cost, provide any necessary temporary enclosures, gates, entrances etc., for the protection of the work and materials and for altering and adopting same as may be required and removing at completion of the works and making good all works disturbed.
- b) During inclement weather the Bidder shall suspend concreting or plastering for such time as the Engineer-in-Charge may direct and shall protect such work in course of execution from damage by approved measures.
- c) Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Bidder shall at his cost take all precautions necessary for the protection of the work and shall make good any damage arising from any of these causes.
- d) All fences, trees, shrubs, grass, lawn and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at Contractors expense.

XV - SAFETY CONDITIONS:

XV-1 General:

The Bidder shall take all safety precautions / measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of CPWD and IS codes and safety manuals. Some of the more important measures are listed below. The Bidder shall implement any further measures which may be required as per the safety codes of CPWD/ IS codes etc. and the measures which the Engineer may call for during the execution of the work.

XV-2 Protective equipment / gears:

All necessary personal protective equipment as considered adequate by the IIMB and the Engineer shall be available for use of the persons employed on the site and maintained in a condition suitable for immediate use; and the Bidder shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing cement concrete shall be provided with protective footwear & protective goggles, hand gloves of polythene type.
- b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welders protective eye-shields.
- d) The following safety equipment should be provided to workers as required and their use enforced. Rubber boots; hard toe protective safety boots; hard hats & helmets, safety belts; goggles for stone/concrete cutters., gas welding aprons, respirator shields, manila ropes and slings for life lines, gloves, flash lights, battery lamps, safety nets, boatswains chairs, helmets, life and ring buoys.
- e) Items of personal wear should be maintained in serviceable condition and should before being reissued to other employees or returned to stores to be cleaned, sterilised, inspected and repaired, if necessary.
- f) Loose and frayed clothing, hand rings, loose watch chains, etc. should not be worn around moving machinery or other sources of entanglement.

XV-3 Other Safety Measures:

- a) Every receptacle used for raising or lowering stones, bricks, tiles, slates, or other subjects should be enclosed, constructed, or designed so as to prevent the accidental fall of such objects.
- b) All gears, tools, goods or loose material should be properly loaded into the bucket or receptacle in which they are being raised or lowered. If necessary, they should be properly secured or effective precautions should be taken to prevent their fall.
- c) No timber or materials with projecting nails should be used in any work because they can be a source of danger to people.
- d) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Bidder shall provide all necessary fencing and lights to protect public accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglects of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Bidder be paid to compromise any claim by any such person.
- e) Adequate Safety Precautions shall be taken by the Bidder to ensure the Safety of the workmen engaged by him.

XV-4 First Aid Injuries:

- a. Bidder shall maintain first aid facilities for his workmen. First aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person who should be readily available during the working hours.
- b. Bidder shall make adequate arrangements for ambulance service and for treatment of injuries.

XV-5 Damage To Persons and Property

The Bidder shall be responsible for all injury to persons, animals or things and for all structural and decorative item, damages to property which may arise from the operation or neglect of himself or of any nominated sub-bidder or any employees, of either, whether sub injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of his contract and hold it harmless in respect of all and any expenses arising from any much injury or damage to persons or property as aforesaid and also in respect of injury or damage under any Act of any legislature or otherwise and also in respect of any award of compensation or damage consequent upon such claim.

XV-6 Damage & Loss to Private Property & Injury To Workmen

The Bidder shall at his own expense reinstate and make good to the satisfaction of the Engineer-in-Charge, in respect of any such injury (including claim resulting in death), loss or damage to any person whosoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

The Bidder is to keep all persons under his control and within the boundaries of the site, and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited on the sites by himself or suppliers, together with all risks arising from weather, carelessness of apprentices, damage or loss by thefts or by any other cause and is to allow for all necessary watching and protective lighting.

XV-7 Precaution Against Injury To Property Adjacent To Works In Progress:

The Bidder shall take special care, by the erection of temporary fences, and by every other means which circumstances may render necessary to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works, and he shall confine the passage of his workmen to existing public roads and footpaths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way leaves, damages, trespass or otherwise, in reference to the said lands, roads, fences and property adjacent, and bear the company harmless from any and all such claims. If any greater extent of lands than the site or works be required by the Bidder for his operations, he shall obtain and occupy the same at his own cost and charge.

XV-8 Precautions Against Accidents Or Injury:

- a) The Bidder shall, at his own expense, share, protect, support, alter, restore, make good and maintain, as may be necessary, all buildings, water and gas pipes, sewage, drains, electrical cables and other things, which may be disturbed, exposed or injured during the execution of the works, or in consequences of the execution of the works and shall also provide for the continuous use of all buildings, pipes, sewers, drains, electric cables and other things, the use of which may be liable to interruption during the progress of the works.
- b) The company and its officers from and against all actions, suits, claims, penalties, liabilities, costs, expenses and demands whatsoever, by reasons of on account of damages to such buildings, pipes, sewage, drains, electric cables and other things whether caused by the execution of the contract works or the insufficiency of the aforesaid permanent support.
- c) The company may deduct the expenses thereby incurred or to which the company or its officers may thereby be put or be liable, or which may be incidental thereto, from the amounts of any sum or sums due or to become due to the Bidder or may recover the same by action at law or otherwise from the Bidder, and the company may compromise any such action, suits, or other proceedings, or such items as it shall see fit and the Bidder shall thereupon forthwith pay the company the sum or sums paid by the company upon the occasion thereof and shall in every case pay such sum or sums and shall fully indemnify the company according to the present stipulation.

XVI - INSURANCE AND INDEMNITIES:

- XVI- 1** Bidder shall provide for adequate cover to his employees as per provisions of Workmen's Compensation Act if instructed by Engineer in charge depending on the value of work and the risk factors involved in the work. The Bidder shall ensure that his insurance includes for all liabilities, which should cover material and building damage, workmen's compensation, third party liabilities etc. All the above-mentioned insurance can be covered by CAR Policy for the Contract Value.
- XVI- 2** If the Bidder has a blanket insurance policy for all his works and the policy covers all the items to be insured under this Contract, the Bidder may assign such policy/ policies in favour of Indian Institute of Management Bangalore, in lieu of taking out fresh policies in the name of Indian Institute of Management Bangalore.
- XVI- 3** Insurance against accident or injury to Workers: IIMB shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person or any Sub-Bidder. The Bidder shall indemnify and keep indemnified IIMB against all such damages and compensation, and against all liability, claims, proceeding, costs, charges and expenses whatsoever in respect thereof or in relation thereto

XVII - WORKMEN'S COMPENSATION ACT AND OTHER LABOUR ACT:

- XVII- 1** The Bidder shall employ labour, in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the specification and to the satisfaction of the ENGINEER IN-CHARGE.
- XVII- 2** The Bidder shall remain liable for the payment of all wages or other money to his work people or employees under the Payment of Wages Act, Employer liability Act, workmen's compensation Act, ESI Act or any other Act or enactment relating thereto, and rules framed there under from time to time.
- XVII- 3** The Bidder shall engage labour only on and during the working hours on the working days unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the IIMB.

XVIII- SPECIAL CONDITIONS OF CONTRACT

- XVIII-1** Tender Drawings are only indicative. These are subject to change during construction. Bidder shall have no claim whatsoever in this account.
- XVIII-2** The Bidder shall obtain the requisite License/permit on electrical, mechanical, water supply, sanitary works etc., as per requirement at site and as directed by the Engineer-In-charge.
- XVIII-3** The quality test as stipulated in the tender document or elsewhere deemed necessary by the Engineer-in-charge as per IS shall be carried out at own cost of Bidder.
- XVIII-4** Several documents forming the contract are to be taken as mutually explanatory to one another. Detailed drawings and figured dimensions in the drawings shall be followed, not scaling the drawing.
- XVIII-5** However, the Engineer-in-charge shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding to the Bidder.
- XVIII-6** The bidder shall not increase his quoted rates if the accepting officer negotiates for the reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be valid for a period of 120 days from the date of opening of the Financial Bid.
- XVIII-7** Whenever the Engineer-in-charge of the work feels it necessary and advises the bidder for production of bills for any materials whatsoever procured / purchased by the bidder for use and incorporation in the work, the bidder shall produce such bills in proof of such purchase / procurement from bonafide dealers/manufacturers. Such a demand for production of bill can be made by the Engineer-in-charge even after use and incorporation of such materials in the work, after clearance by the Engineer-in-charge for the quality of the materials. In the event of such a demand by the Engineer-in-charge for production of bills, the bidder shall not use and incorporate such materials in the work without prior clearance in writing from the Engineer-in-charge. In case, the bidder fails to produce the bills or uses / incorporates the materials in the work against which bills are advised to be produced, without prior clearance of Engineer-in-charge, no payment against any work under the contract executed by the bidder shall be made.
- XVIII-8** The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into contract and must examine the entire tender document, inspect the site of the work and acquaint himself with all the information about scope and specifications of the work to be done, all his obligations under the contract, local, hydrological and climatic conditions, local and statutory/ Govt. rules and regulations, all other local conditions, means of access to the work, security requirements, restrictions in entry to the Project site, conditions of site of work, nature of the work and all matters pertaining thereto.
- XVIII-9** All information supporting the tender shall be in English and all entries are to be typewritten. There shall be no over-writing or erasure. All corrections should be

attested by the bidder with his dated initials as many times as the corrections occur.

- XVIII-10** Any error in description, quantity or rate in Bill of Quantities or any omission therefrom shall not vitiate the contract nor release the bidder from the execution of the whole or any part of the works comprised therein in respect of rates, specifications or from any of his obligations under the contract.
- XVIII-11** In the event of a tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of the firm, or, in their absence a person holding Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender and certified true copy (attested only by Gazetted Officer) of the partnership deed must be enclosed along with the tender submitted by the partnership firm.
- XVIII-12** On acceptance of the tender, the name of the accredited representative of the bidder who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated by the bidder.
- XVIII-13** IIMB reserves absolute right to appropriate, deduct, set-off or retain/withhold any amount payable to the bidder under any head of account including earnest money under this contract or any other contract or any other transactions against any sum, which in the opinion of IIMB is due to IIMB under any contract, deal or transaction whatsoever.
- XVIII-14** All compensations or other sums of money payable by the bidder under the terms of this contract may be deducted / recovered / adjusted from his security deposit or from any sum which may be due to or become due to bidder by Institute or any accounts whatsoever.
- XVIII-15** IIMB will employ other contractors or agencies to execute various other parallel activities relating to the work. The successful Bidder or bidder for this contract shall work in close co-ordination with any other bidder, sub-bidder or agencies engaged by IIMB at site.

Criticalities

- 1. The proposed renovation works at fitness center are in a building which is in the middle of hostel block surrounded by other hostel room blocks.**
- 2. Access to the building is through the hostel blocks and MDC block and vehicular access is restricted to a certain point which will be briefed at site.**
- 3. Major and noise creating works are required to be executed at restricted hours only.**
- 4. All materials are to be transported manually from one point to the work site as instructed at site.**
- 5. There will be restrictions for labor movement and stacking of materials will be at designated places much away from the work site.**

XIX - FORCE MAJEURE:

- XIX-1** If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by IIMB or the Bidder shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earth quake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, order or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.
- XIX-2** Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance, if not covered under insurance.
- XIX-3** The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- XIX-4** In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this, clause the decision of the Engineer shall be final and binding.
- XIX-5** If the bidder is foreclosed under this clause, the Bidder shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.
- XIX-6** If no notice is issued by either party regarding the event within 15 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

XX - SCOPE OF WORK

WORKS SPECIFICATION:

- XX-1** Removing existing vinyl flooring and laying new flooring as directed by Engineer in charge.
- XX-2** Removing the existing mirror and installing new mirrors with teak wood beading and frames as directed by Engineer in charge.
- XX-3** The above items are only indicative and for guidance & brief description of jobs but should not be considered limited to this list. Tenderer should refer to the detailed tender documents, technical specifications and drawings for detailed items and scope of work included in this project. Any discrepancy in the above shall be brought to the notice of IIMB in the pre-bid meeting.

TECHNICAL SPECIFICATIONS:

- XX-4** Materials shall be of the best approved quality obtainable/ available and they shall comply to the respective Bureau of Indian Standard Specification.
- XX-5** Samples of all materials shall be approved before placing order and the approved sample shall be deposited with IIMB.
- XX-6** In case of non-availability of materials in metric sizes, the nearest highest size in FPS units shall be provided with the prior approval of IIMB for which neither extra will be paid nor any rebate shall be recovered.
- XX-7** If directed, materials shall be tested in any approved Testing Laboratory and the Test certificate in original shall be submitted to IIMB and the entire charges of testing including charges for repeated shall be borne by the Tenderer.
- XX-8** It shall be obligatory for the tenderer to furnish Certificate, if demanded by IIMB from the manufacturer or the material supplier that, the work has been carried out using their material and as per their recommendation.
- XX-9** All materials supplied by or through IIMB or other firms if any, shall be properly stored the tenderer shall be responsible for its safe custody until they are required on the works/ until the completion of work.
- XX-10** Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Specification the quality of materials, workmanship, dimensions etc., shall be specified here-in-under.
- XX-11** All equipment and facilities for carrying out filed tests on materials shall be provided by the tenderer without any extra cost.

XX-12 Teak wood: Superior quality, Dandeli, Bellarsha, Chandapur, Gana, Malaba teak seasoned, uniform colour, straight grain and shall be free from large, loose, dead knots, cracks, wraps, twists, bends, borer holes, shakes, sap wood or any other defect. No individual knot shall be more than 1 cm in dia. The annual growth rings shall be 6 Nos. per 2.5cm. The moisture content shall not exceed 12%.

XX-13 The wood should be seasoned as per BIS 1141-1985 or its latest edition.

XX-14 Plywood:Strictly in accordance with its IS 303:1989
Boiling water resistant or BWR Grade and
Moisture resistant of MR Grade

XX-15 These shall be manufactured in accordance with relevant IS code i.e: IS 303:1989. the grade shall conform to the general requirements given as per relevant IS codes i.e: IS 303:1989 (Third revision).

DIMENSIONS AND TOLERANCES:

XX-16 The dimensions of plywood boards shall be as given in IS12049:1987.
Thickness: unless otherwise specified, thickness of plywood boards shall be as specified in the BOQ

WORKMANSHIP AND FINISH:

XX-17 The measurement of the works executed shall be as per IS-900 (latest) or as given in the tender documents.

XX-18 The materials and items to be provided by the Contractor shall be the best of their respective kinds & as approved by the Owner / ENGINEER IN-CHARGE.

XX-19 The Contractor shall have to supply samples of all materials, which he proposes to use, and obtain the approval of the Owner / ENGINEER IN-CHARGE before placing bulk order.

XX-20 Bulk materials shall be brought to the site in the original packing/containers. Seal of such packing shall be opened in the presence of the Owner / ENGINEER IN-CHARGE

XX-21 Any materials not found as per approved samples/specifications shall be rejected and removed and removed from site immediately by the Contractor is required to produce the vouchers towards purchase of materials from concerned vendors / agencies whenever called for by the Owner / ENGINEER IN-CHARGE.

XX-22 All standards, Technical Specifications, Codes of Practice referred to shall be of the latest Editions including all applicable official amendments and revisions whether such reference has been made or not. The contractor shall make available at site all relevant **Indian Standards Specification** and Codes of Practice for reference of Owner / ENGINEER IN-CHARGE. at no cost to the Owner / ENGINEER IN-CHARGE.

MIRROR

- XX-23** Mirrors shall be fabricated from clear mirror glass – 6 mm thick of Make Saint Gobain ,free from bubbles, waves and air holes and other defects, and should have precise flatness and distortion free surface ideal for quality mirror, the quality and finish should be as shown in the drawings and schedules, unless otherwise specified by the Owner / ENGINEER IN-CHARGE.
- XX-24** The cut edges shall be straight and free from chips or any other damages. All edges of mirror shall be beveled, half an inch wide unless specified in the drawings or schedule.
- XX-25** Adhesives shall be as recommended by the Silicon manufacturer. For mirror not held with wooden beading, 3M Birla Adhesive tape shall be used and using not less than 2 square inches of the adhesive tape area for every 10Kg weight of the mirror and used in accordance with the manufacturer’s recommendations.

FLOORING

- XX-26** The flooring material shall 4.5mm thick and be of approved brand and make from Tarkett / Armstrong / Jeoflor / solutia and the specification shall be as follows

Top layer - Polyurethane coating with UV treatment.
 PVC - Wear Layer.
 PVC Decompression layer.
 Glass fiber for extra dimensional stability.
 Closed foam.
 Bottom Backing layer.

- XX-27** If need following test are to be carried out at the cost by bidder

Test Items Result	Test Method
Surface treatment	Resistance to staining
Impact Resistance	DIN 18032
Abrasion Resistance	<-10 mm
Indentation Resistance	DIN 18032
Friction Coefficient	GB/T14833-1993
Rebound Coefficient	GB/T14833-1993

- XX-28** Installation shall be carried out according to manufacturer’s recommendation. Special care should be taken to ensure the sub floor is level, clean, dry and hard.

PROFORMA - A
UNDERTAKING LETTER

(Please submit in your letter head with date)

To

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

Work:

Dear Sir,

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

We hereby state that we M/s _____ have submitted the above tender documents duly filling at the appropriate places without making any alterations, corrections, omissions in the tender issued by the IIMB.

Signature & Name of the Bidder

PROFORMA – B**BIDDER BANK DETAIL FORM**

(Please submit in your letter head with date)

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

DECLARATION LETTER

(Please submit in your letter head along with date)

To

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

Work:

Dear Sir,

Please find herewith enclosed the Technical Bid document comprising of Terms & conditions, General & Special Conditions and Safety Code relating to the works specified in the Technical Bid Document hereinafter set out and having acquired the requisite information relating thereto as affecting the Technical Bid, I / We hereby offer to execute the works specified in the said document with the labour/worker rates mentioned at Price Bid portion of Technical Bid Document and in accordance in all respects with the conditions, specifications, & instructions in writing referred to in conditions of Technical Bid Appendix to the form of Technical Bid, articles of agreement, general conditions of contract, appendix to the Technical Bid, annexures, safety condition, technical specifications, 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 Technical Bid Document do hereby accept all the Terms and conditions laid down in the said Technical Bid document and will abide by the same on acceptance and award of work.

Yours Faithfully,

FOR M/s _____

PROFORMA D

BIDDER CREATION TEMPLATE

(Please submit in your letter head with date)

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

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

PROFORMA E

(Please submit in your letter head with date)

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 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 F

(To be executed on Non Judicial Stamp Paper of the value of Rs. _____ within 15 Days issue of Work Order)

AGREEMENT

Articles of Agreement for "**NAME OF WORK**" ("Agreement") is executed on the <Insert Present date> day of _____ Two Thousand And _____,

Between

Indian Institute of Management Bangalore ("IIMB"), a body corporate and Institute of National Importance under the Indian Institute of Managements 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 Contractor shall be individually referred to as "**Party**" and jointly referred to as "**Parties**".

Whereas

IIMB has, through the Tender dated _____ invited reputed contractors for executing the works in connection with "**NAME OF WORK**".

- The Contractor, being the successful contractor has been issued the Work Order dated _____ bearing number _____.
- IIMB and the Contractor 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:

Scope of Work: The Scope of Work shall be as per the stipulations contained in the Work Order bearing number _____ dated _____, and the terms contained in the Tender documents on "**NAME OF WORK**" dated _____. The approximate value of the project, as per the Work Order is Rs _____ (Rupees _____ Only) exclusive of _____

applicable GST.

1. Term: Time is the essence of the Contract. The Contractor shall execute and fully complete all the works specified in the Work Order, 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.

2. Penalty for delay: In case the work is not completed in the manner mentioned above, and to the complete satisfaction of IIMB, the Contractor shall, without prejudice to any other rights and remedies of IIMB, pay a penalty of **minimum 1.0% to maximum 10%** of the value of the unfinished or balance of the work. IIMB shall decide the percentage of penalty after considering the unfinished or balance of the work at that point of time and the percentage of penalty shall vary for each week of such delay in completion of the work.

3. Payment Terms: In consideration of the work done under this Agreement, IIMB agrees to pay the Contractor at different stages as set forth in the Tender in that behalf. The Contractor shall be responsible for payment of all applicable Taxes on the works contract.

- i. The Contractor shall promptly raise an invoice to IIMB on the completion of work at each stage as per the Tender terms before the 10th day of the subsequent month, for the works completed in the previous stage.
- ii. IIMB shall pay such invoice within thirty (30) working days from the date of receipt of the undisputed invoice.
- iii. On receipt of the Final payments, the Contractor shall furnish a "No Demand Certificate" to IIMB.

4. Obligations of Contractor:

- a. The Contractor shall take all appropriate and reasonable efforts to complete the work at IIMB to the satisfaction of IIMB in a timely and effective manner.
- b. The Contractor shall comply with all the Terms of this Agreement.
- c. The Contractor shall be responsible for complying with all the applicable Laws and IIMB shall not be held liable for any default of the Contractor in this regard.
- d. The Contractor shall ensure that all employees, workers, consultants etc., engaged pursuant to this Agreement at IIMB are its employees. The Contractor shall be solely responsible for payment and provision to those employees and personnel of salaries, wages, allowances and all applicable benefits such as EPF, ESI under the applicable law for the time being in force.
- e. The Contractor shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.

5. Security Deposit (SD): 7.5% of the gross value of the bill will be deducted as security deposit from monthly bills. Such security deposit deducted from monthly bills, will be refunded at the end of defects liability period deducting the claims if any.

6. Earnest Money Deposit will be returned after completion of the defects liability period.

7. Insurance: The Contractor shall provide for adequate insurance cover to his employees. The Contractor 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 Contractor 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 Contractor has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this Agreement, the Contractor may assign such policy in favour of IIMB

8. Indemnity: The Contractor 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 Contractor 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 Contractor 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.

9. Confidentiality: Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Agreement and all or any Confidential Information belonging to the other like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Agreement, except to the extent that is already in public knowledge/domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Agreement and thereafter for a period of five years from the date of termination for whatever reason.

10. Termination: If the Contractor 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.

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 Contractor 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 Contractor 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 confirmation 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/lock-outs 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 Contractor

Witnesses:

Witnesses:

1.

1.

2.

2.

PROFORMA G**CHECK LIST**

(Please submit in your letter head with date)

Please write Tick (✓) mark in the concerned column. Enter the page numbers for every page of the Bid Document and write the Page Number in the Remarks column. This Check List should be placed as the first page of the Bid Document.

Sl.No.	Description	Submitted	Not submitted	Remarks
1	Details of Earnest Money Deposit			
2	Annual turnover			
3	Maximum value of works executed in any one year (specify year) during last 3 years including turnover as per current balance sheet.			
4	Work experience			
5	Proformas			
6	Declaration regarding non-blacklisting			
7	Litigation details			
8	GST Certificate			
9	Affidavit (please see Format of Affidavit)			

PROFORMA H

[FORMAT OF AFFIDAVIT]

(Please submit in your letter head with date)

To

Chief Manager (Infrastructure)
Estate Section
Indian Institute of Management Bangalore
Bengaluru.

Sir,

Sub:

Authority:

I, the undersigned hereby state that labourers / employees working [As per list enclosed] for M/s. _____ IIMB Ref No. _____ are free from all adverse antecedents. In the event of any unusual act / incidents / accidents caused by the labourers / employees working for M/s. _____ I take full responsibility for the lapses and misconduct on the part of labourers engaged by me.

Thanking You

Yours faithfully,

Signature:

Name:

PROFORMA - I

LITIGATION DETAILS (COURT CASES/ARBITRATION)

(To be submitted on company 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 – J

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART
IN TENDER**

(To be submitted on the company letterhead)

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 – K

**Similar Work experience shall be submitted in the following format
(for the previous three years)**

Sl. No.	Year	Name of the client with complete Postal Address and Contact Number, Email Id	Contract Value Work order issued by the client	completion Certificate issued by the client	(YES/NO) (copy to be attached)
1					
2					
3					