



## **TENDER DOCUMENT**

**TENDER DOCUMENT FOR ALLOTMENT OF BUILT-UP SPACE FOR MERCHANDISE STORE AT INDIAN  
INSTITUTE OF MANAGEMENT BANGALORE, BANNERGHATTA ROAD, BANGALORE-76**

**Tender ID: IIMB/CAO/2025-26/05**

**Date: 13<sup>th</sup> February 2026**

## **DISCLAIMER**

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The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

The assumptions, assessments, statements, and information contained in this Tender document, may not be complete, accurate, adequate, or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. In the event of any ambiguity or doubt as regards the Tender Documents or inconsistency or conflict as between the provisions of the Tender Documents, the interpretation placed by IIMB shall be final and binding on the Bidders / Tenderer.

Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

### **Caution Notice**

The Tender Inviting Authority (TIA), IIMB does not solicit or demand any money, fees, commission, gratification, or consideration of any kind from bidders or prospective bidders in connection with this tender.

However, EMD( if applicable) should be submitted as mentioned in the tender document.

Bidders are hereby cautioned that any person claiming to act on behalf of the TIA or the Institute and seeking money or any other benefit in relation to this tender is doing so fraudulently.

In the event of any such fraudulent communication, call, email, or solicitation, bidders are advised to immediately report the matter to the Tender Inviting Authority at the details mentioned below:

E-mail ids: [cao@iimb.ac.in](mailto:cao@iimb.ac.in); [tenders@iimb.ac.in](mailto:tenders@iimb.ac.in)

The TIA shall not be responsible for any loss or damage suffered by bidders due to dealings with unauthorised or fraudulent persons.

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### 1. **Scope of tender:**

Indian Institute of Management Bangalore (IIMB) (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites E- bids on open tender two bids system for allotment of built-up space for merchandise store at Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore-560076. The tender document can be downloaded from the Institute website at URL Link: [https://www.iimb.ac.in/tender\\_notices](https://www.iimb.ac.in/tender_notices) and from Central Public Procurement Portal link: <http://eprocure.gov.in/eprocure/app>. The submission of e-Bids will be only through the e-Tender portal <https://eprocure.gov.in/eprocure/app>. Bids will not be accepted in any other form.

### 2. **About IIMB:**

Indian Institute of Management Bangalore is a designated institute of ‘National Importance’ and body corporate under the Indian Institute of Management Act, 2017 (“IIMB”). IIMB has highly experienced and renowned faculty, staff and a distinguished Board of Governors. The institute has an outstanding infrastructure and provides a distinctive learning environment with a strong focus on research and academic excellence.

### 3. **Scope of Work:**

The Institute envisages to engage a service provider/firm as a licensee to set up a shop in an area 250.00 sq ft within the IIMB campus to stock and sell the merchandise with IIMB logo to the Students, Faculty, Staff members, Programme participants, visitors etc.

### 4. **Eligibility Criteria:**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sl. No.	Requirement	Documents to be Submitted
4.1	ORGANISATION TYPE: Nature of the organization of the bidder. Note: Joint ventures/consortium are not permitted to participate in this tender	Copies of certificate of Incorporation, Memorandum of Association/ Articles of Association. Partnership or LLP agreement, GST Certificate in case of Sole Proprietorship, as applicable.
4.2	Relevant statutory licences, registrations for running the business	Copies of valid registration certificates and licenses
4.3	The bidder shall have a minimum of three (3) years’ experience as 31 <sup>st</sup> January 2026 in operating similar line of business dealing with apparel/ customized gifts/mementos	Copies of Documents proof -Article of Associations/ trade licence/ GST registration certificate etc.

Sl. No.	Requirement	Documents to be Submitted
4.4	The bidder should have experience of managing an apparel/gifts/ mementos in Central/ State/ Deemed Universities or their affiliated institutions for a minimum period of two years. Such experience should be within the last five years as on 31 <sup>st</sup> January 2026.	Copies of purchase/work orders/MOUs/contracts along with satisfactory work/performance certificates.
4.5	The bidder must have an established office/branch office/Warehouse/ Outlet in Greater Bangalore Area(GBA) Limits to ensure prompt, responsive operational support and service.	Copies of the address proof (e.g., GST Registration Certificate, Lease Agreement, or Electricity Bill) for the same.
4.6	Minimum average annual turnover in the last three financial years i.e., 2022-23, 2023-24 and 2024-25 for a similar line of business for Rs 25 Lakhs.	Copies of certified Audited Balance Sheets or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the years 2022-23, 2023-24 and 2024-25 shall be submitted with the bid. Copies of financial statements for the period such as Profit and Loss Statements & Balance Sheet should also be submitted
4.7	Submission of statutory tax registrations.	Self-attested copies of PAN and GST certificates
4.8	The Vendor should be neither blacklisted by any Government Dept., nor any criminal case is registered / pending against the Vendor or its owner / partners anywhere in India.	A duly completed certificate to this effect is to be submitted as per the <b>Annexure-IV</b>

### 5. Pre-bid meeting

Pre-bid meeting will be held on **24.02.2026 at 11:00 Hrs.** at Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore-560076, to address the queries of the bidders regarding the Tender. Interested bidders may send their queries on or before **23.02.2026 by 17:30 Hrs.** to the email id [tenders@iimb.ac.in](mailto:tenders@iimb.ac.in) The Pre -bid meeting minutes will be uploaded on [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) and IIMB Website.

## 6. Earnest Money Deposit:

**EMD of Rs 20,000/- (Rupees Twenty thousand only)** should be submitted through NEFT or RTGS in favour of Indian Institute of Management Bangalore Bangalore-560076

### Bank details for NEFT/RTGS transfer to IIMB

Bank Name : HDFC Bank Ltd  
Bank Street Address : J.P. NAGAR BRANCH, BANGALORE  
Branch Code : 0133  
IFSC CODE : HDFC0000133  
Customer HDFC Bank a/c name : Indian Institute of Management  
Customer HDFC Bank a/c number : 01331450000019

UTR details for NEFT/RTGS transfer should be enclosed with the technical bid.

- 6.1. Micro and Small Enterprises (MSEs) Vendors as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from EMD. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category of MSE with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 6.2. EMD of all unsuccessful bidders will be returned within 30 days of finalization of the tender. EMD of successful bidder will be returned only after receipt of Security Deposit.
- 6.3. The amount of EMD (if any) is liable to be forfeited if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Security Deposit.
- 6.4. No interest will be paid on the EMD.
- 6.5. Bids without EMD or Udyam registration certificate in case of EMD exemption will be summarily rejected.

## 7. Tender Schedule:

S. No.	Particulars	Date	Time
01	Date & Time of Online Publication/Download of Tender	13.02.2026	1600 Hrs.
02	Pre-bid Meeting	24.02.2026	1100 Hrs.
03	Bid Submission Start Date & Time	13.02.2026	1600 Hrs.
04	Bid Submission Close Date & Time	05.03.2026	1600 Hrs.
05	Opening of Technical Bids	06.03.2026	1600 Hrs.

Note:

- i. If the bid opening date is declared an Institute holiday, the bid will be opened on the next working day.
- ii. IIMB may at its discretion extend/ change the schedule of any activity and intimate the prospective bidders by notifications through CPP Portal.
- iii. IIMB reserves the rights to accept or reject any bids or accept all bids either in part or in full or to split the order, or to annul the bidding process without assigning any reasons thereof.

## **8. Visit of the Premise/Store:**

Bidders desirous of visiting the Premise may do so from **16.02.2026 to 02.03.2026** on working days between 10:00 AM to 4:00 PM. Visitors may contact Security Office at the Main Gate. This visit is subject to the security protocols of IIMB.

## **9. Bid validity period:**

The bid must be valid for 90 days from the date of opening as prescribed by the Institute. A bid valid for a shorter period shall be rejected, being non-responsive. In exceptional circumstances, Institute may request the bidders for the extension of the validity period.

## **10. Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **10.1. Registration**

10.1.1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

10.1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

10.1.3. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.

10.1.4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

10.1.5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **10.2. Searching For Tender Documents**

10.2.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

10.2.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My

Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

10.2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **10.3. Preparation of bids:**

10.3.1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

10.3.2. Bidder to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

10.3.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

10.3.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

### **10.4. Submission of bids**

10.4.1.**Language of bid:** Bids and all related documents as well as all subsequent correspondence between the Bidder and IIMB shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case for purpose of interpretation of the bid, the translation in English shall prevail.

10.4.2. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

10.4.3. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

10.4.4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and

complete the 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.

10.4.5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

10.4.6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

10.4.7. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10.4.8. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid.

**10.4.9. The bid should be submitted in**

➤ **Technical Bid:**

(a) EMD: Copy of the UTR details for online transfer to IIMB or Udyam Registration Certificate for EMD exemption.

(b) Copies of the documents supporting Eligibility Criteria **Clause 4.1 to 4.8**

(c) **Annexure I,II,III and IV**

➤ **Financial Bid:**

Bidders are requested to note that they should submit their financial bid in the BoQ format provided and no other format is acceptable.

[Validate](#)[Print](#)[Help](#)**Item Rate BoQ**

Tender Inviting Authority: CAO

Name of Work: TENDER DOCUMENT FOR ALLOTMENT OF BUILT-UP SPACE FOR MERCHANDISE STORE AT INDIAN INSTITUTE OF MANAGEMENT BANGALORE, BANNERGHATTA ROAD, BANGALORE-76

Contract No: IIMB/CAO/2025-26/05

Name of the Bidder/ Bidding Firm / Company :	
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**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Brands	Discount offered In % To be entered by the Bidder
1	List of Items		
1.01	Formal Shirt	Peter England, Van Heusen, Arrow or equivalent	
1.02	Kurthas	Aurelia, Fab India, Melange By Lifestyle or equivalent	
1.03	Jackets	Calvin Klein, Tommy Hilfiger, Puma or equivalent	
1.04	Sweatshirts	Roadster, United Colors of Benetton, Flying Machine or equivalent	
1.05	T Shirts (With collar)	United Colors of Benetton, Tommy Hilfiger, U.S. Polo or equivalent	
1.06	T Shirts (Round neck)	United Colors of Benetton, Tommy Hilfiger, U.S. Polo or equivalent	
1.07	Cups & Mugs	Clay Craft, Borosil, Femora or equivalent	
1.08	Backpack	American Tourister, Wildcraft, Skybags or equivalent	
1.09	Laptop Bag	HP, Dell, Lenovo or equivalent	
1.1	Laptop Sleeves	Aircase, GizGA, I-Blason or equivalent	
1.11	Leather folder	Tulman, Hidesign, Leathermark or equivalent	
1.12	Mouse Pad	Logitech Gaming, Asus ROG, Acer or equivalent	
1.13	Key Chains	Wooden Own Brand, Steel Own Brand	
1.14	Stationary Kit	Apsara, Doms, Crownhit, Faber Castell or equivalent	
1.15	Wristwatch for Ladies & Gents	Titan, Timex, Casio, Tommy Hilfiger or equivalent	
1.16	Cufflinks	LeCalla, Voyalla, Sukkhi, Tribe or equivalent	
1.17	Pen	Cello, Reynolds, Parker, Waterman or equivalent	
1.18	Yoga Mats	Kobo NBR, I-Heir, Strauss or equivalent	
1.19	Leather Wallet	Fossil, Tommy Hilfiger, Hidelink or equivalent	
1.2	Water Bottles	Cello, Milton, Tupperware or equivalent	

**This is for reference only and not to be filled in and submitted along with the Technical Bid.**

**Weighted Average Discount Calculation (FOR ILLUSTRATIVE PURPOSE ONLY)**

Sl. No.	Item	Brand	Discount on MRP % (A)	Weightage (B)	A × B
1	Formal Shirt	Peter England, Van Heusen, Arrow or equivalent	40	2	80
2	Kurtas	Aurelia, Fab India, Melange By Lifestyle or equivalent	35	2	70
3	Jackets	Calvin Klein, Tommy Hilfiger, Puma or equivalent	30	2	60
4	Sweatshirts	Roadster, United Colors of Benetton, Flying Machine or equivalent	32	2	64
5	T-Shirts (With Collar)	United Colors of Benetton, Tommy Hilfiger, U.S. Polo or equivalent	38	2	76
6	T-Shirts (Round Neck)	United Colors of Benetton, Tommy Hilfiger, U.S. Polo or equivalent	36	2	72
7	Cups & Mugs	Clay Craft, Borosil, Femora or equivalent	25	2	50
8	Backpack	American Tourister, Wildcraft, Skybags or equivalent	28	2	56
9	Laptop Bag	HP, Dell, Lenovo or equivalent	30	2	60
10	Laptop Sleeves	Aircase, GizGA, i-Blason or equivalent	22	1	22
11	Leather Folder	Tulman, Hidesign, Leathermark or equivalent	26	2	52
12	Mouse Pad	Logitech Gaming, Asus ROG, Acer or equivalent	20	1	20
13	Key Chains	Wooden Own Brand, Steel Own Brand	18	1	18
14	Stationery Kit	Apsara, Doms, Crownhit, Faber Castell or equivalent	24	1	24
15	Wrist Watch	Titan, Timex, Casio, Tommy Hilfiger or equivalent	15	1	15
16	Cufflinks	LeCalla, Voyalla, Sukkhi, Tribe or equivalent	20	1	20
17	Pen	Parker, Waterman or equivalent	25	1	25
18	Yoga Mats	Kobo NBR, I-Heir, Strauss or equivalent	22	1	22
19	Leather Wallet	Fossil, Tommy Hilfiger, Hidelink	18	1	18

Sl. No.	Item	Brand	Discount on MRP % (A)	Weightage (B)	A × B
		or equivalent			
20	Water Bottles	Cello, Milton, Tupperware or equivalent	27	1	27

**Calculation:**

Total of (A × B) = Rs 851`

Total Weightage = 30

(Weightage breakup from your table

i. Items with 2X weightage:

There are 10 items × 2 = 20

ii. Items with 1X weightage:

There are 10 items × 1 = 10)

Weighted Average Discount (%)=851/30=28.37%

**Important Notice to Bidders regarding Illustration:**

- Non-Representative Data: The discount percentages (MRP %) and resulting products shown in the table are provided solely for mathematical demonstration purposes to clarify the weighted average methodology.
- No Pricing Benchmarks: These figures do not represent the Authority's internal estimates, historical purchase prices, or expected discount levels.
- Fixed Weightage: While discount percentages in this table are placeholders, the Weightage (1 or 2) assigned to each of the 20 line items is final and will be used for the actual evaluation of all valid bids.

**Note:**

1. The IIMB logo embossing / printing charges will not be paid extra. Bidders are required to consider this while providing discount.
2. The final Weighted Average Discount (%) arrived at across all line items shall be considered as the Financial Quote for QCBS evaluation..
3. In addition to the discount offered in the bid, the successful bidder shall remit a royalty at the rate of 1% of the monthly turnover. The detailed modalities for such remittance shall be incorporated in the Leave and License Agreement. This royalty shall be payable separately and shall be exclusive of, and in addition to, the discount quoted. All bidders must unequivocally agree to and accept this condition as part of their bid.
4. The successful bidder is required to comply with the IIMB branding guidelines for use of IIMB logo.

**Documents to be submitted by the successful bidder in view of royalty clause:**

1. Sales Register / POS Report: Month-wise sales register or Point-of-Sale (POS) summary report

reflecting daily and total sales.

2. Royalty Calculation Sheet: A statement clearly indicating the calculation of royalty at 1% of the gross monthly turnover.
3. Proof of Royalty Payment: Copy of bank challan / transaction receipt confirming remittance of the royalty amount to IIMB.

#### **10.5. Assistance To Bidders:**

- 10.5.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the email id tenders@iimb.ac.in on or before **23.02.2026 17:00 Hrs.**
- 10.5.2. Any queries relating to the process of online bid submission or queries relating to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk numbers.

#### **11. Opening of Bids**

- 11.1. Technical Bids will be opened on **06.03.2026 at 1600 Hrs.**
- 11.2. Financial Bids of the bidders qualified in technical bid evaluation will be opened later. The date and time for opening of Financial Bids of the qualified bidders will be intimated through CPP Portal.

#### **12. Evaluation Of Bids**

##### **12.1. Phase 1 – Eligibility Criteria Evaluation**

Bidders should comply with scope of work and eligibility criteria; no deviations are acceptable. The bidder is to complete the same in all respect and submit accordingly. The bids which meet all the eligibility criteria and submitted all the documents for the same will be qualified on eligibility criteria and eligible for further evaluation. Bids not meeting the eligibility criteria will be rejected and not considered for further evaluation. If any information/documents provided in the technical bids are proved to be false, the technical bid will be rejected.

##### **12.2. Phase-2 : Visit to the stores of the bidders**

- 12.2.1. For the bidders who are qualified in Eligibility Criteria evaluation, a committee from IIMB will visit the **STORE( as defined in clause 4.5)** of the bidder and evaluation marks will be allotted by the committee as per the parameters given below.

<b>Sl. No.</b>	<b>Evaluation Criteria</b>	<b>Marks</b>
1	Extent and quality of experience in store operations	14
2	Range of products available in the Store	14
3	Quality and pricing of the products available in the Store	14
4	Sourcing of materials	14
5	Inventory management	14
<b>Total</b>		<b>70</b>

12.3. **Phase-3 : Presentation:**

Sl. No.	Evaluation Criteria	Marks
1	Customer feedback mechanism	6
2	Capability to provide a wide range of products	6
3	Capacity to undertake bulk orders and delivery	6
4	Experience in customizing products as per client needs	6
5	Major clientele and achievements	6
<b>Total</b>		<b>30</b>

**Presentation Details:**

- The presentation be made in 10-15 PPT slides. The presentation will be offline in IIMB office at the discretion of the IIMB committee. The presentation will be for 20 min followed by 10 min for Q & A. The IIMB committee will evaluate the presentation made by each bidder and provide marks.
- This presentation will carry 30 marks.
- Bidders who score minimum of 50 marks in (Phase-2) and 20 marks in (Phase-3) and overall minimum score of 70 marks will be considered for opening of financial bids.

**Phase-4- Financial Bid Evaluation**

12.3.1. Bidders who have scored a minimum of 70 marks in the “Phase-2 and Phase-3” will only be considered for opening of financial bids.

12.3.2. **Combined Techno-Financial evaluation/Quality and Cost based Selection:** A combined “Techno Commercial (TC)” score will be arrived at after considering the following: -

- a) The marks obtained in technical evaluation and
- b) Financial Bid

12.3.3. Technical bids will be awarded 40 % weightage and financial bids will be awarded 60 % weightage. Techno Commercial Score (TC) shall be arrived according to the following formula:

$$TC \text{ score} = 40 * \left[ \frac{\text{Technical score of the bidder}}{\text{Highest technical score}} \right] + 60 * \left[ \frac{\text{Weighted average discount of the bidder}}{\text{Highest weighted average discount}} \right]$$

The bidder obtaining the highest TC score in evaluation of technical and financial score will be ranked TC-1 followed by bidder securing next highest TC score as TC-2, TC-3 etc. Bidder securing highest Techno Commercial score and ranked TC-1 shall be recommended for award of contract.

**An illustration is provided as under: -**

Bidder	Technical Score (St)	Technical Calculation (40%)	Technical Weighted Score	Weighted average Discount (%)	Financial Score Calculation	Financial Score (Sf)	Financial Calculation (60%)	Financial Weighted Score	TC Score	Rank
A	80	$80 \times 0.40$	32.00	40	$(40 \div 40) \times 100$	100.00	$100 \times 0.60$	60.00	<b>92.00</b>	TC-I
B	85	$85 \times 0.40$	34.00	39	$(39 \div 40) \times 100$	97.50	$97.50 \times 0.60$	58.50	<b>92.50</b>	TC-II
C	90	$90 \times 0.40$	36.00	35	$(35 \div 40) \times 100$	87.50	$87.50 \times 0.60$	52.50	<b>88.50</b>	TC-III

In the above example, 'A' with the highest TC score becomes the successful bidder. In case there is tie between bidders for the TC score, the bidder having higher technical score will be awarded higher TC rank.

Note:

*The purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration Portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 12.02.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. In respect of bid for Services, the bidder must be Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.*

### **13. Award Of Contract:**

- 13.1. The contract will be awarded to the selected supplier(s) as determined in 12.4 and a letter of award will be issued for the purpose.
- 13.2. The selected supplier(s) will be required to enter into an Agreement/ Contract with IIMB within one month of the date of the award of LOI and commence the operations within one month from the date of LOA.

### **14. Contract Period and terms:**

- 14.1. The engagement of the services of the selected supplier(s) shall initially be for a period of one (1) year. Extension of services for second and third year shall be subject to satisfactory performance and with same terms and conditions.
- 14.2. The discount offered will remain constant throughout the three-year period.

### **15. Amendment/ Cancellation of RFQ**

At any time prior to the deadline for submission of proposals, Institute for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer may modify the Tender Document by issuing an addendum/corrigendum. Any Addendum/corrigendum thus issued shall become a part of the Tender Document and will also be posted on the website of the Institute. To provide reasonable time to the prospective Tenderers to take an addendum into account while preparing their proposals, the deadline

for submission of proposals may be extended, at the discretion of IIMB, if required. IIMB has the right to cancel this tender at any point of time without assigning any reasons.

**16. Security Deposit:**

- 16.1. The successful bidder shall deposit a sum of **Rs.1,00,000/- (Rupees One Lakh only)** as Performance Security Deposit. Performance Security Deposit should be remitted within 15 days from the date of issue of allotment letter/Letter of Award. The Applicant shall remit the Performance Security Deposit through online bank transfer.
- 16.2. The Performance Security Deposit shall not carry any interest.
- 16.3. The Performance Security Deposit is refundable only after completion of license period or early termination of the license, in accordance with the terms contained herein and the license agreement.
- 16.4. Performance Security Deposit will not be adjusted towards the license fee payable by the licensee during the license period.
- 16.5. The Performance Security Deposit of licensee of store shall be refunded only after removal/dismantling additional structures, put up/ constructed by them for their use, if any. In case the successful Bidder vacates the premises without dismantling /removing the additional structures the cost of dismantling /removing the additional structures shall be adjusted out of the Performance Security Deposit and the balance shall be refunded.
- 16.6. The Performance Security Deposit is liable for forfeiture in the event of failure by the successful Bidder to pay the license fee or termination of license or for breach of any condition/conditions of license.

**17.Store location, area and license fee**

- 17.1. **Store Area:** The area designated for the Store shall be existing store located in the Ground Floor of the Faculty Blocks, situated on the IIMB Campus which measures approximately 250 Sq. Ft.
- 17.2. License fee of the shop will be **Rs 2,895/-** (Rupees Two Thousand Eight Hundred and ninety five only) per month plus 18% GST.
- 17.3. The license fee shall be increased by 5 percent (%) of the fee amount at the end of every year, on the last paid fee.
- 17.4. **Payment of License Fee:** The licensee shall pay the monthly license fee on or before 05th of every month. In case of belated payment of monthly license fee and/or electricity charges a penalty at the rate of 10% (ten percent) per annum , calculated on a pro-rata basis for the delayed period, shall be levied on the outstanding amount, in addition to the principal dues.
- 17.5. **Electricity:** Energy meter will be installed and the electricity charges will be levied on the allottee/licensee according to BESCO tariff. Licensee should pay the Electricity Bill within one week after the issue of the Electricity Bill. If the licensee fails to pay the bill within the due date, electricity will be disconnected without any prior notice.
- 17.6. **Maintenance:** The Licensee shall pay the telephone, and internet charges at actuals as per separate electrical meters provided for the Store to the authorized officer or Estate department of IIMB. Failure to pay any of these bills for a period exceeding two (2) months will result in termination of this Agreement forthwith without notice after making the deductions of such arrears from the Security Deposit.
- 17.7. **Non Exclusive Clauses:** The allotment of Shops shall be on “NON EXCLUSIVE BASIS” i.e. the Institute shall have right to grant license to more than One licensee to do same Business in the same Premises.

- 17.8. No possession: The allotment of the license does not grant the successful Bidder the possession of the premises. The license grant is only a limited permission to run the store as will be set forth in the relevant license agreement.

**18. Termination of license/contract:**

**18.1 Termination due to Breach**

In the event the Licensee commits a material breach of the tender conditions or the License and License Agreement, the Institute may, without prejudice to its other rights and remedies, terminate the License/Contract by giving one (1) month's prior written notice, if such breach remains uncured at the expiry of the notice period.

**18.2 Termination for Insolvency**

The Institute may terminate the License/Contract forthwith by written notice if the Licensee becomes insolvent, enters into liquidation or winding up, makes an assignment for the benefit of creditors, or if a receiver, trustee, or similar authority is appointed over the assets of the Licensee.

**18.3 Termination for Convenience**

Either party may terminate the License/Contract for convenience by giving two months prior written notice to the other party, without assigning any reason.

On the expiry or earlier termination of the License, the Licensee shall, within not more than Seven (7) days of such expiry or termination, remove his staff, representatives etc. and all its belongings, furniture, fixtures, articles and things which is movable and can be removed or dismantled without damaging the Store, and simultaneously with IIMB refunding the Refundable Security Deposit paid by the Licensee (unless forfeited in part or full), vacate and hand over quiet and peaceful possession of the Store to IIMB in the good order and condition in which they were at the time when the Licensee entered into the Store Premises (reasonable wear and tear excepted).

**19. Conditions for conducting business by the successful bidder/licensee**

- 19.1. The store shall be open from 10 AM to 6 PM, Monday to Saturday.
- 19.2. The Licensee shall ensure that the Store and its surrounding areas are clean and hygienic at all times and shall dispose of any waste produced by it as per the standards stipulated by IIMB.
- 19.3. The Licensee shall maintain the Store in good condition. Further the Licensee may place its signages at places sanctioned by the authorized officer of IIMB.
- 19.4. The Licensee shall not sublet or part in any manner, the Store or any other part.
- 19.5. The Licensee shall intimate details of his staff deputed by it for the management of the Store to IIMB immediately on execution of the Agreement and intimate the Security Officer and obtain appropriate passes of entry into the campus.
- 19.6. The staff deputed by the Licensee shall maintain proper decorum, discipline and shall attend to their work without causing any disturbance to others on campus. If there be any such complaint, the Company shall at the request of IIMB, change the staff Members.
- 19.7. The Licensee shall keep a complaint / feedback register in a prominent place, which shall be freely available for writing any complaints or shortcomings. The Licensee shall take immediate remedial action to rectify the shortcomings in consultation with the Authorized – Officer of IIMB.
- 19.8. The Licensee shall ensure that all statutory requirements concerning employment and deployment of his staff are met. Meeting these requirements shall be the sole concern and

responsibility of the Company, and those employees of the Licensee shall not be entitled to any payment, compensation, consideration or wages of any description by IIMB. IIMB shall not be liable whatsoever in respect of the employees of the Licensee.

- 19.9. Right of admission to the Licensee to the campus area and /or the Store shall rest solely with IIMB. In case IIMB asks the Licensee to remove any person from the Store for any reason, the Company shall comply with it forthwith. Additionally, IIMB reserves the right to remove such person or persons on their own interest without seeking any permission from the Company.
- 19.10. Periodic review of store will be done including obtaining consumer feedback. Services can be terminated, with a three-month notice, if review is negative.
- 19.11. The store should have all the facilities needed to cater to the customer base i.e., Computerized Billing and effective Digitized Inventory System etc.
- 19.12. The store should maintain sufficient stock of items at all times to avoid inconvenience to IIMB beneficiaries.
- 19.13. IIMB requires that the Licensee observe highest standard of ethics during business transactions.
- 19.14. The Licensee should not indulge in any malpractice or illegal acts during the period of the contract. If any malpractice followed by the store is reported/discovered by IIMB, the contract shall be terminated forthwith without any prior notice , security deposit will be forfeited and action to blacklist the store shall be initiated.
- 19.15. If closing of the store is reported at any point of time without the approval of concerned authority, appropriate action will be taken.
- 19.16. All the rules and regulations of the Shop and Establishment Act, Employee State Insurance Act, Minimum Wage Act, Employee Provident Fund and Miscellaneous Provision Act, The Child Labour (Prohibition and Regulation) Act, The Contract Labour Regulation and Abolition Act, Women's Compensation Act, and any other provision of the law, Rules and Regulation enforced from time to time by the Central Government/State Government/Local Bodies or any authority applicable to the business of the successful bidder must be complied.
- 19.17. Should accept digital payment- credit and debit cards and UPI transactions.
- 19.18. No sublicense of work will be allowed at any stage.
- 19.19. Institute will not be responsible for the credit extended under any circumstances.
- 19.20. Not allowed to hold promotional events or stalls for introducing new products outside the shop. If possible, the same may be held within the shop with prior permission. Not allowed to use any outer space of the shop for advertising by way of paintings, posters etc.
- 19.21. Institute will not be party nor will help the Licensee where a govt. agency or its official is visiting the premises in connection with the discharge of his duties. Any dispute arising out the same shall be the responsibility of the Licensee and the Govt. Agency.
- 19.22. The Licensee shall maintain their lockable/ usable areas on its own cost.
- 19.23. The successful bidder is required to get onboarded in the cashless payment system being operated by IIMB trust, immediately on commencement of operations. Any service change applicable for such cashless transaction to be borne by the successful bidder.

*Note: The successful bidder is required to restrict their business operations to the premises specified in this tender. The sale of merchandise bearing IIMB logo anywhere outside the designated premises or on any online portal is strictly prohibited. Any violation of this clause shall be deemed a material breach of contract.*

## **20. General terms and conditions:**

- 20.1. The successful bidder will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit, execution of agreement (Deed of License) failing which EMD/SD paid will be forfeited besides canceling the license.
- 20.2. **Change of Nature of Business:** The licensee must do the same business which is mentioned in the tender notification and for which license is issued. If the licensee is found doing business in the Shop other than the stipulated in the deed of license, the license is liable for termination duly forfeiting the Security Deposit.
- 20.3. In the event of death of licensee, in the event the licensee is an individual, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of license on execution of fresh deed of license by such Legal Heir upon being satisfied about such person being the Legal Heir of the original successful tenderer.
- 20.4. The successful bidder will be permitted to operate the store in the premises in an “as is where is condition”. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the licensee at his own cost with the prior permission of the Institute concerned and as per the drawings approved by the Institute.

## **20.5. Confinement to the Area of Shops:**

- 20.5.1. The licensee must perform the business by confining to the extent of Shop, allotted as mentioned in the tender notification or as recorded in the deed of license. There should not be any encroachment under any circumstances.
- 20.5.2. If the licensee encroaches the space which is not allotted to him, the licensee is liable for payment of penalty. If the licensee is habituated for encroachment, liable for termination by serving a notice.
- 20.5.3. Segregation of waste should be done in a proper way as per the regulations followed in IIMB. The premises and surroundings of the shop shall be kept clean and tidy by keeping dustbins at appropriate places and is subject to inspection by the officials of the licensor and the Municipal Authorities. Noncompliance will attract imposing of penalty up to Rs.1000/- on each occasion. Plastic Bags is totally prohibited inside the Campus.
- 20.5.4. A “Suggestions & Complaints” book shall be made available to the IIMB community on demand. Any suggestions or complaints made by the IIMB community will be brought to the notice of the licensor immediately. The said book shall be produced to inspecting officials. The “Suggestions & Complaints” recorded in the suggestions & complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of license and/or forfeiture of security deposit at the discretion of the Institute.
- 20.5.5. The licensee must undertake white washing / painting of the shop premises once in a year at his own cost and at the time of vacating the premises.
- 20.5.6. On the expiry of the period of the license or on its termination the licensee shall ensure that the premises is intact, to the licensor at 17.00 hrs. on the last day of contract.
- 20.5.7. In the event of the Licensee fails to vacate the shop/premises, the licensor shall have right to keep in public auction the articles left by the licensee. The proceeds in the said auction will be adjusted towards the arrears of license fee etc., and the balance, if any, will be refunded to the licensee.
- 20.5.8. Licensee shall ensure that necessary firefighting equipment’s are installed inside the premises and maintained in good working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. IIMB safety team will assist the licensee in this regard.

20.5.9. Periodical pest control treatment for ants, cockroaches, rats, termites etc. shall be carried out by the licensee at his own cost.

**20.6. Development and Maintenance of Furnishing/ Interior work**

20.6.1. The Licensee shall be provided the space in bare-shell condition and the Licensee shall carry out the interior and furnishing work at its own cost.

20.6.2. The operation and maintenance of the Licensed Carpet area shall be carried out by the Licensee at its own cost, as and when the Licensor permits in compliance and adherence with the approval/ guidelines issued by the Licensor from time to time.

20.6.3. The Licensee shall not make any alterations in the load bearing structures to the License Premises and/or effect any change to the plan or elevation.

20.6.4. The Licensee within the License Premises shall not cause any nuisance/annoyance to the other occupants of the building and shall not use common areas, roads, open spaces for dumping materials/debris etc.

**20.7. Manpower deployment:**

20.7.1. The licensee shall, at all times, be compliant with all applicable laws including labour laws and if applicable, register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970.

20.7.2. The licensee must pay amounts, in case of any accident to the personnel employed by them during the business time. The licensee is alone liable for workmen's compensation and any other statutory dues and Institute is not liable for payment of any such amount.

20.7.3. Insurance: The Licensee shall at his own cost and initiative takes out and maintain at all times until the close out of the contract, relevant insurance policies in accordance with the statutory requirements at the location of work in respect of his employees/staff for providing services under the contract, in order to keep himself as well Institute and it's employees fully indemnified from and against all claims whatsoever.

20.7.4. The Licensee shall be responsible for observing all safety precautions with respect to working at Institute's offices. Licensee shall be liable to take insurance cover at his cost to safeguard against any injury or death of any of his employees/staff as also to cover against third party risks during work at Institute's offices.

20.8. **Taxes:** The licensee shall pay all the taxes which are levied by the Central Government and the State Government from time to time. The Institute is not liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises.

20.9. All the above terms and conditions will form part of agreement. The licensee will have to be bound by these conditions in addition to any other conditions prescribed by the Institute.

20.10. All notices, consents, sanctions directions and approval referred to in this agreement or otherwise shall be given by the licensor to the licensee in writing.

20.11. Failure to deliver vacant possession by the Licensee to the licensor, shall entitle the Licensor to forfeit the Security deposit.

20.12. In the event of any damages caused to the shop premises or property of the Licensor by the Licensee or his representatives, agents or servants during the subsistence of licensee period, the licensee shall make good to the Licensor. Licensor shall have right to recover the said sum from the Security Deposit of the licensee.

20.13. No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop.

20.14. During the agreement period, the licensor is at liberty to alter /modify /add/delete in the

condition(s) of the agreement in the interest of the Institute.

**20.15. Prohibitions:**

- 20.15.1. The Licensee should not sell any items prohibited by the Institute or by the Government or any enforcing agencies or by law. They shall adhere to the code of the conduct laid down by the Institute from time to time. The license agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.
- 20.15.2. **Use of polythene:** The licensee shall submit an undertaking for not using the polythene covers which are banned by the State / Central Governments or any other agency.
- 20.15.3. No child labour shall be employed as per law.
- 20.15.4. The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene.
- 20.15.5. In case of misbehavior, assault on person / employees of the Institute, or any act or comment tarnishing the image of Institute by the licensee, or his representative/workers will lead to imposition penalty or termination of contract duly forfeiting the Security Deposit amount.
- 20.15.6. **Sub Shops/Outlets:** Permission shall not be accorded to the licensee to open sub shop/Outlets under any circumstances for whatsoever reasons.
- 20.16. Institute reserves the right to accept or reject the tender of any bidder at the sole discretion Institute without assigning any reasons thereof.
- 20.17. The licensee shall indemnify, defend and hold harmless IIMB and IIMB's directors, deans, management, faculty, employees, other vendors, and stakeholders (each an 'Indemnatee') against any claim, action, or proceeding made against IIMB by any third party, and any losses, damages, costs, expenses, penalties, charges, or other liabilities suffered by an Indemnatee as a result of any act or omission of the licensee or its agents, employees or representatives, including but not limited to:
  - 20.17.1. Any bodily injury or death.
  - 20.17.2. Any damage to property.
  - 20.17.3. Any breach of any representation or warranty under these Tender Documents.
  - 20.17.4. Any negligence, willful misconduct, sexual harassment, or other tortious act.
  - 20.17.5. Any breach of statutory obligations including any employer obligations.
  - 20.17.6. Any breach of applicable laws.
  - 20.17.7. Any breach of any other provision of these Tender Documents.
  - 20.17.8. IIMB reserves the right to participate in the defence of such claim at the cost of the licensee.
- 20.18. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF IIMB TO THE LICENSEE SHALL BE LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEES UNDISPUTEDLY DUE AND PAYABLE TO THE LICENSEE BY IIMB UNDER THESE CONDITIONS, AND SHALL NOT EXTEND, UNDER ANY THEORY OF LIABILITY, TO ANY INDIRECT DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES AND LOSS OF PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 20.19. Licensee shall not disparage IIMB and IIMB's directors, deans, management, faculty, employees, other vendors, and stakeholders.
- 20.20. **Conflict of Interest:** The following is considered as Conflict of Interest which results in

rejection of bid:

- 20.20.1. A bidder who is directly or indirectly controlled by another bidder.
- 20.20.2. Has received any direct/indirect subsidy/ financial stake from another bidder.
- 20.20.3. Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party.

## **21. Penalty Provisions:**

- 21.1. In the opinion of the licensor, if the licensee fails to execute the license for the terms mutually agreed and enter in the agreement/contract between the licensor and the licensee to satisfaction of the licensor, the Institute (licensor) has the right to take the following actions:
  - I. Imposition of fine for breach of contract by authorized officer of the Institute.
  - II. Forfeiture of Security Deposit either partly or fully.
  - III. Termination of license by giving one month's notice.
  - IV. Termination of contract with due notice and simultaneous forfeiture of security deposit.
- 21.2. In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has the authority to retain security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

## **22. Default in Payment, Recovery, Termination and Auction**

- 22.1. In the event the Licensee fails to pay the licence fee, electricity charges, or any other dues payable to the Institute within the stipulated time, **even on a single occasion**, such failure shall be treated as a material breach of the tender conditions and the Leave and Licence Agreement.
- 22.2. In addition to the applicable penalty at the rate of ten percent (10%) per annum on the outstanding amount, calculated on a pro-rata basis for the period of delay, the Institute shall issue a written notice granting the Licensee a period of thirty (30) days to cure the default and pay all outstanding dues in full.
- 22.3. If the Licensee fails to cure the default and clear all outstanding dues within the said thirty (30) days' notice period, the Institute shall, without prejudice to any other rights or remedies available to it, have the right to:
  - (a) terminate the licence/Leave and Licence Agreement by issuance of the said notice;
  - (b) forfeit the Performance Security Deposit, either partly or fully;
  - (c) disconnect electricity and other utility services to the premises without any further notice;
  - (d) take possession of the premises; and
  - (e) take custody of the stock-in-trade, fixtures, fittings, and other movable assets of the Licensee available therein.
- 22.4. Upon taking possession, the Institute **shall be entitled to conduct a public auction or otherwise dispose of** such stock-in-trade, fixtures, fittings, and movable assets **without any further notice** to the Licensee, for recovery of all outstanding dues, including licence fee, electricity charges, penalties, and expenses incurred by the Institute.
- 22.5. The proceeds of such auction shall be first appropriated towards recovery of all dues and costs incurred by the Institute. Any shortfall shall remain recoverable from the Licensee, and any surplus realised, if any, shall be refunded to the Licensee without interest.

22.6. The decision of the Institute in this regard shall be final and binding on the Licensee.”

**23. Mandatory No-Dues Clearance**

The Licensee shall obtain a **No-Dues Certificate** from the Institute prior to renewal, extension, or termination of the licence. Non-issuance of such certificate due to outstanding dues shall bar renewal or refund of the Security Deposit.

**24. Disconnection of Utilities**

In case of non-payment of electricity charges beyond the stipulated due date, the Institute shall have the right to disconnect electricity supply without further notice, without prejudice to recovery of outstanding dues and penalties.

**25. Dispute Redressal & Applicable Laws:**

- 25.1. In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the Institute shall be final and binding on the licensee.
- 25.2. The contract shall be governed and construed in accordance with the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bangalore, Karnataka, India only.
- 25.3. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 and the seat of arbitration shall be at Bangalore. The arbitration proceeding shall be conducted in English at Bangalore by a sole arbitrator mutually appointed by the parties. The arbitration may also be conducted online as mutually agreed by the parties. If the parties are unable to agree on a sole arbitrator, they shall approach the High Court of Karnataka for appointment of a sole arbitrator. The decision of the Arbitrator shall be final and binding on both the parties.
- 25.4. **Force Majeure:** Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; epidemic, pandemic, Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Vendor for a period exceeding a continuous period of 7 (seven) days.

**Bidder Information Form**  
(On Company Letter-head)

Bidder's Name:

[Address and Contact Details]

Tender Document No. Tender No./ xxxx;

Date

: Tender Title:

*Note: Bidder's wrong or misleading information may result in bid being rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.*

**1) Bidder/ Contractor particulars:**

(a) Name of the Company:

(b) Legal Entity of Bidder (Proprietorship /Partnerships /Private Company /Government

Institutions: (a) Place of Registration/ Principal place of business/ manufacture:

(b) Complete Postal Address:

(c) Pin code/ ZIP code:

(d) Telephone nos. (with area codes):

(e) Mobile Nos.:

(f) Contact persons/

Designation: (g) Email IDs:

**2) Taxation Registrations:**

(a) PAN number:

(b) GSTIN

number:

**3) Bidder's Authorized Representative Information**

(a) Name:

(b) Address:

(c) Telephone/ Mobile numbers:

(d) Email Address:

(Signature) (Name, designation, and  
seal of company)

**Undertaking**

To

Chief Administrative Officer,  
Indian Institute of Management Bangalore  
Bannerghatta Road  
Bangalore-  
560076 Ref : -  
Tender No:

**(Tender document for allotment of built-up space for merchandise store at Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore-560076)**

Sir,

1. I /We hereby submit our bid for allotment of built-up space for merchandise store at Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore-560076 along with other required documents.
2. This is to certify that I/We before submitting this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves abide by the said terms and conditions.
3. Our bid is valid for 90 days from the date of opening of Technical Bid.

Yours faithfully,

(Signature) (Name, designation, and  
seal of company)

Date:

**Self-Declaration**

To

Chief Administrative Officer  
Indian Institute of Management Bangalore  
Bannerghatta Road  
Bangalore-560076

Sir,

In response to the RFP dated \_\_\_\_\_, I, Mr./Ms \_\_\_\_\_, as a \_\_\_\_\_, hereby declare that I/our firm/our company \_\_\_\_\_ am/is (a) not insolvent; (b) there is no vigilance and / or court case pending against me/our firm /our company ; (c) no inquiry or investigation is pending against me our firm/ our company from any statutory regulatory and / or investigation agency (d) I/our firm/our company have/has not been blacklisted by any Government body/ PSB/PSU neither indefinitely or in the last three years and (e) I/our firm/our company have/has all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business.

(Signature) (Name, designation, and  
seal of company)

**VENDOR BANK DETAIL FORM**

(Please submit this in your letter head with technical bid)

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

Dear Sir,

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

Sl. No.	Particulars	Details
1	Name of the Agency /Company	
2	Complete Address	
3	Name of the Contact Person	
4	Contact Numbers and Email ID	
5	Savings /current Account No.	
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.

***Please find enclosed a cancelled cheque for your reference.***

Authorized Signatory:

Name:

Designation:

Date:

Signature Attested by Banker

Name:

Designation:

Dat