INDIAN INSTITUTE OF MANAGEMENT, BENGALURU-560076.

Ref: NIT No: NIIMB/EOI/UG/PMC(CPSU)/2025-26/01

Date: 22.05.2025



EXPRESSION OF INTEREST (EOI)-CUM-REQUEST FOR PROPOSAL (RFP)

APPOINTMENT OF PROJECT MANAGEMENT CONSULTANCY SERVICES FROM CENTRAL PUBLIC SECTOR UNITS ONLY FOR CONSTRUCTION OF PHASE-I SUSTAINABLE UNDERGRADUATE CAMPUS FOR IIMB NEW CAMPUS AT SURVEY NO.47, MAHANTHALIGAPURA VILLAGE, JIGANI HOBLI, ANEKAL TALUK, BENGALURU URBAN DISTRICT

May 2025

INDIAN INSTITUTE OF MANAGEMENT BANNERUGHATTA ROAD BENGALURU-560076

INDEX

SI. No.	TOPIC	Pg.no.
1.	INVITATION FOR EXPRESSION OF INTEREST (EOI) CUM REQUEST FOR PROPOSAL (RFP)	3
2.	SCHEDULE OF TENDER EVENTS.	4
3.	INFORMATION TO PMC-CPSU BIDDERS	6
4.	BID CONDITIONS	8
5.	EVALUATION CRITERIA (TECHNIAL BID – PART - A)	18
6.	MEMORANDUM OF UNDERSTANDING (MOU)	24
7.	PERFORMANCE SECURITY	27
8.	LIST OF ANNEXURES	28
9.	FINANCIAL BID (PART – B)	37
10.	MASTER PLAN & SURVEY MAP	71

1. INVITATION OF EXPRESSION OF INTEREST (EOI) CUM REQUEST FOR PROPOSAL (RFP)

IIMB invites e-tender from Central Public Sector Undertakings (CPSUs) eligible as per GFR 2017 u/s 133(3)(i)(ii) for Comprehensive Project Management Consultancy (PMC) Services for Construction and Development of various Buildings, i.e. Admin & Classroom Blocks, Hostel Blocks Library, Performing Arts , Sports Complex & Equipment, Underpass, , Sub-station, , Water Tank, Interior and Space planning works Electrical works including Internal and External Electrical works, Firefighting, Fire Alarm System, HVAC, Lifts, Solar water heating system, External Electrical Installations, Site Development works including roads, pathways, drainage, Horticulture and Landscaping Works, STPs, , etc. all complete on EPC-II basis for Net Zero Sustainable Campus at Indian Institute of Management Bengaluru,

The PMC Agency shall be selected/appointed based on Quality-cum-Cost Selection System (QCBS) as per GFR 2017 and as defined in this document:

1	Owner	:	The Chief Administrative Officer, IIMB, Bannerughatta Road, Bengaluru- 560076.
2	Estimated Cost (Construction purpose)	•••	Rs.450/- Crores.
3	Assessed Cost for Professional Fee	:	Rs. 6.00 crores
4	Completion period	:	Construction period = 24 months Operation & Maintenance = 03months Total = 27 months.
5	Cost of Tender Documents (In the form of DD/NEFT/RTGS payable as per bank details mentioned vide page no 14.	:	Rs.5,000/- (Rupees Five Thousand only) (Non-refundable)
6	Earnest Money Deposit (in the form of NEFT/RTGS/Bank Guarantee as per bank details mentioned vide page no 14 Bank Guarantee shall be valid up to completion of tender validity period plus 2 months		Rs.15,00,000/- (Rupees Fifteen Lakhs only) through transaction gateway provided in the online e-portal.
7	Bid documents	:	Available in website www.eprocure.gov.in and are to be uploaded online mode only.
8	Date of Publishing	•••	22.05.2025

IMPORTANT INSTRUCTIONS

2. SCHEDULE OF TENDER EVENTS

4		00.05.0005
1	Date of Publishing	22-05-2025
2	Bid Document Download Start	22-05-2025
	Date	
3	Last date of Submission of	09-06-2025
	Queries to be sent by e-mail as	
	stated in SI. No: 9	
4	Bid Submission Start Date	22-05-2025
5	Date of Pre-Bid Meeting (Time &	18-06-2025
	Venue will be Intimated later)	
6	Bid Submission End Date	27-06-2025
7	Technical Bid Opening Date	30-06-2025
8	Date of Opening of Financial Bid	To be Intimated later
9	Address for Communication	The Project Manager, IIMB,
		Bannerghatta Road,
		Bengaluru-560076.
		Email:-
		1)madhusudan.r@iimb.ac.in
		2) ms.vishwanath@iimb.ac.in
10	Contact Number	080-26993741/3551/3019

2.1 PROPOSAL SUBMISSION INFORMATION

- i. **'Owner/IIMB/Institute'** reserves the right to accept or reject any or all proposals without assigning any reason thereof.
- ii. Bidders should submit in online mode in eprocure.gov.in.
- iii. Bidders are advised to keep visiting the Indian Institute of Management Bengaluru website https://www.iimb.ac.in/tender_notices from time to time (till the deadline for bid submission) for any updates in respect of the RFP document notice, if any. Failure to do so shall not absolve the bidder of his liabilities to submit the RFP document complete in all respect including updates thereof, if any. An incomplete bid may be liable for rejection.
- iv. All events will be as per the timeline given in the schedule. All queries by the bidders shall be submitted to the CAO, Indian Institute of Management Bengaluru in the given due date.
- v. Authorized Signatory: Any Regular Officer of the bidding organization who is authorized by the competent authority, viz. CAO/Head of organization. The original signed copy of authorization letter must be attached with the bid.
- vi. The bidding process shall consist of Two Bid System. The bid must be submitted in two parts comprising:
 - a) Part-I: Technical Bid & Part-II: Financial/Commercial/Price Bid (all have same meaning).
 - b) The Part-I (Technical bid) should contain the EMD, Technical details of the organization required as per the RFP document, financial information along with other desired information/certificate as per the Annexure of this proposal document.
 - c) The Part-II (Financial Bid) shall only contain the price offered in the Bid format provided in the document.
 - d) The Part-I (Technical Bid) will be opened on the date of the tender opening and the Part-II (Financial Bid) after evaluation of Part-I. The Part-II (Financial Bid) of only technically qualified bidders shall be opened, as decided by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee (TEC) shall be final and binding on all the bidders.

3.0 INFORMATION TO PMC-CPSU BIDDERS

3.1 Information. Indian Institute of Management Bengaluru is willing to engage the Project Management Consultant (PMC) from amongst Central Public Sector Undertakings (CPSUs) eligible as per GFR 2017 u/s 133(3)(i)(ii) for Comprehensive Project Management Consultancy (PMC) services for Construction and Development of various Buildings, i.e. Admin & Classroom Blocks, Hostel Blocks Library, Performing Arts , Sports Complex & Equipment, Underpass, , Sub-station, , Water Tank, Interior and Space planning works Electrical works including Internal and External Electrical works, Firefighting, Fire Alarm System, HVAC, Lifts, Solar water heating system, External Electrical Installations, Site Development works including roads, pathways, drainage, Horticulture and Landscaping Works, STPs, , etc. all complete for Net Zero Sustainable Campus at Indian Institute of Management Bengaluru to be undertaken under EPC Mode-II.

The Indian Institute of Management Bengaluru will select the PMC agency on the basis of Quality- Cum-Cost Based Selection System (QCBS) as per GFR 2017 in ratio 70:30 with 70% weightage for technical bid and 30% weightage for financial bid. The estimated cost of above project is 450.00 Crores (Four Hundred Fifty Crores).

3.2 **DEFINITIONS**:

Unless context or consistency demands, the following terms shall have the meaning assigned to them as given below. However, in case of any doubt arises the decision of Indian Institute of Management Bengaluru shall be final and binding on all the parties.

"**Owner'/IIMB/Institute'** shall mean Indian Institute of Management Bengaluru and shall include their legal representative, successor and permitted assigns.

'PMC' shall mean Central Public Sector Unit, under Government of India undertaking. The agency engaged by the Institute as the Project Management Consultant and shall be fully responsible for the Construction, development and all other works assigned by the Institute and should report to Project Manager or his representatives on works.

ARCHITECTS shall mean Architects of the Project Selected by IIMB.

"**Projects**" shall mean Construction & Development of permanent campus of Indian Institute of Management, Bengaluru-560076.

"Services" shall mean the Comprehensive Project Management Consultancy services to be rendered by the PMC as mentioned in this document (EPC-II) and assigned by the Institute from time to time to make the campus fully functional.

"**Contractor**" means the EPC contractor or contractors or suppliers or agencies employed by the IIMB for the works or any connected works/Services, including the IIMB itself in case any work is done directly by the IIMB

"Completion" means when the Building(s), amenities, utilities, etc. are complete in all respects along with associated services i.e. ready to occupy and are actually handed over to the 'Owner'.

"CVC" means Central Vigilance Commission, Government of India.

"CAG" means Comptroller and Auditor General, Government of India.

"EPC" means Engineering, procurement and Construction mode.

"Institute" means Indian Institute of Management Bengaluru-560076.

"Applicant/Bidder/Tenderer" can be used interchangeably and shall have the same meaning. Similarly, Tender/Bid also shall have same meaning.

3.3 THE BROAD SCOPE OF THE WORKS/ PROJECT DESCRIPTION:

- a) The Execution of the project shall be undertaken on behalf of Indian Institute of Management Bangalore on **EPC Mode-II**.
- b) The project shall be developed as Net -Zero sustainable Institute campus including Life Cycle analysis.
- c) Work Involves technical supervision of Mile stones, certifying the payment, Safety assurances, quality assurances, co-ordination with government department, Interior space planning works, co-ordination with Architects & consultants for getting details & clearances on works for Construction & Development of campus which includes construction of various buildings, external development, electric work, associated services etc. at Indian Institute of Management Bengaluru in compliance with all applicable laws/rules/guidelines issued by Govt. of India.
- d) Supervision of all the project related activities such as civil, architectural, Structural, Plumbing, Electrical etc. under EPC mode II where Engineering, Procurement, and Construction would be fully contracted.
- e) The broad category of works as per Table-1 vide page 71.
- f) The PMC team should report to project manager or his representatives on day-to-day activities of the works.
- g) PMC should co-ordinate & liaison to get approval from the statutory bodies.
- h) The project shall comply with Net zero campus, Indian green building standards.
- i) Obtaining completion/occupancy certificate including fire safety etc., if applicable.

- j) Handing over the completed works/project with quality and compliance of all rules and regulations to Indian Institute of Management Bengaluru.
- k) Maintenance of building and campus systems during the Operation and Maintenance period 3 months defect liability period of 24months from the date of handover.
- I) PMC should assist, co-ordinate & furnish the recommendation for selecting EPC contractor.

The EPC contract shall be concluded by IIMB through open tender as per CVC guidelines.

4. BID CONDITIONS:

- a) Online Price Bids of the bidders qualified in the Technical Bid will be opened.
- b) Issue of online Price Bid: Price Bid document (Excel sheet) will be uploaded in CPP Portal.
- c) Downloading the online Price Bid: The bidders shall follow the instructions given under Clause "Instructions to Bidders" (Downloading the Tender Document) and under "e-Bidding Conditions".
- d) The bidders should go through the Preamble and any other Instructions carefully before proceeding for quoting the rates. Also, the bidders should carefully study and understand the technical specifications, scope of work and drawings before quoting the rates.
- e) The bidder shall quote the rates for every item of work, in its corresponding Rate column.
- f) The bidder may ask for the clarifications if any regarding the Schedule of Quantities, in the pre-bid meeting or through email or may ask for clarifications orally during the working hours on any working day till the last date of submission of online price bid.
- g) L1 will be arrived at considering the total amount quoted by the bidder including GST element.
- h) E-bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <u>https://eprocure.gov.in/eprocure/app</u>. The submission of e-bids will be only through the e-Tender portal <u>https://eprocure.gov.in/eprocure/app</u> Bids will not be accepted in any other form.

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

4.1 <u>General Instructions to Bidders:</u>

- a) 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.
- b) 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'.
- c) 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.
- d) The Bidders should have Java 8 update 231 version-32 bit for uploading the bid in the CPP Portal.
- e) 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.

4.2 <u>Bill of Quantity (BOQ)- Price bid:</u>

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 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.

Submission of Online Bids:

- i. Bids shall be submitted online only at CPP website <u>https://eprocure.gov.in/eprocure/app</u>.
- ii. Bids received by Manual/ Offline bids /E-mail shall not be accepted under any circumstances.
- iii. The Bidder shall download the Tender Document directly from the website <u>https://eprocure.gov.in/eprocure/app</u> 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.
- iv. 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.
- v. Bidders are advised to go through "Bidder Manual Kit" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.
- vi. 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.
- vii. **Due date for Submission of Bids:** 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. Bidders are advised to upload, submit and freeze their ebids within the due date for submission of e-bids in view of the electronic process so as to avoid last minute issues.
- ix. 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.

4.3 Late Submission of EMD:

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

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

4.40 Withdrawal, Substitution and Modification of Bids:

(1) 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.

4.50 Opening of e-Bids:

i) The e-bids shall be opened online by authorized officials of IIMB as per schedule given in the Tender Notice. In the case of two bid tender, the Price bid of only those bidders who qualified in technical evaluation, shall be opened.

ii) In the event of the specified date of Bid opening being declared a holiday for IIMB, the Bids shall be opened at the appointed time on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. No separate intimation shall be sent to the bidders in this regard.

iii) Since E-bid is an online process, the E-bid opening, or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to the process delay and IIMB will not be responsible for the same.

iv) On opening of technical bids online, accepting the bid will not mean that the firm is technically or financially qualified.

v) Bids will be opened online on the specified date and time. There is no need to visit IIMB premises to attend bid opening. If the bids cannot be opened on the due date and time due to any technical or administrative issues (network/ connectivity issues, holidays, office closure etc.) the bids will be opened as soon as the issue is resolved or next working day, as the case may be. Bids submitted online on CPP portal are safe, secure, and confidential and can be seen only after opening following the due process.

- **4.6** The estimated cost of the project is as mentioned, and duration is 27 months (24 months for execution and 3 months for operation and maintenance). The Bidders shall provide their services as PMC for a period of 27 Months.
 - i. Owner reserves the right to reject any or all of the bids received and change the scope of the work without assigning any reason. The Owner also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
 - ii. The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
 - iii. Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.

iv. The offer shall remain open for acceptance for a period of 120 days from the date of opening of 'Bids'.

- v. Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form apart of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/ award shall sign the contract agreement/MOU as required by the Owner.
- vi. To obtain first-hand information on the assignment and on the local conditions, bidders have to visit the actual site of the project. Bidders must be informed themselves of local conditions and hilly terrain and take these into account while preparing their bids.

4.7 SUBMISSION OF BID:

Bids to be submitted online on the date mentioned in this document in www.eprocure.gov.in. No other mode of submitting will be acceptable for evaluation.

The Agency (PMC) charges all-inclusive but excluding GST for Providing Comprehensive Project Management Consultancy (PMC) Services shall be quoted in terms of Fee both in figure and in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid as per Gol Norms.

PMC shall assist coordinate to get all statutory clearances of the project.

4.8 Bids without EMD and Tender Fee shall be rejected summarily.

The bank details for RTGS/NEFT are as under:

Name of Bank: HDFC Bank Ltd. Bank Street Address: J.P. Nagar Branch, Bengaluru Branch Code: 0133 IFSC Code: HDFC0000133 Customer HDFC Bank A/c Name: Indian Institute of Management, Bengaluru Customer HDFC Bank A/c Number: 01331450000019

The EMD shall be refunded to the unsuccessful bidders after the finalization of the bid and the EMD of the successful bidder shall be refunded after the signing of the Agreement.

The EMD will not be refunded to the PMC firms upon not accepting the LOA after selecting.

4.9 TERMS & CONDITIONS OF ENGAGEMENT: Responsibilities of PMC

1. CONSTRUCTION MANAGEMENT: The PMC Should report to Project Manager or his representatives on the following works.

- a) The prime responsibility of Project Management team is Obtaining clearance / approval after the scheme, drawings and estimates prepared by the Architects / Consultants for the project, completion time, sequence and quality of material and workmanship.
- b) Obtaining clearance / approval after the scheme, drawings and estimates prepared by the Architects / Consultants for the project.
- c) Assistance during of Technical / commercial negotiations.
- d) Co-ordination between Clients, Architects and Services consultants to ensure the requirements from clients are implemented in the respective drawings / details.
- e) Co-ordination between Clients, Architects and Services consultants regarding all drawings are released to site maintaining the sequence of construction.
- f) Obtaining the Good for constructions drawings from the consultants and project schedule duly signed by the concern contractor & PMC.
- g) To clarify, any technical detail as demanded at site, either by Contractor or Clients and resolve the issues arising out of technical intricacies. To furnish physical & financial progress report with reference to approved project schedule & deviation report if any.

- h) The engineer in charge to have sound knowledge on the sequential construction process including services activities and shall keep pace with the construction activities and point out technical clarity so that all time and quality related issues are resolved at site.
- i) The engineer in charge to ensure that the specified material as per the tender / contract document only shall be procured and no material other than specified shall be procured by the contractors without prior approval of the Architects / Consultants. Ensure that no compromise on the quality of the work and shall be executed to the best in the construction practice.
- j) Issue completion certificate after joint inspection by all architects / consultants along with clients.
- k) To rectify and certify measurements on the work done as per actuals and with reference to tender specification and recommend for payments along with photos of the nature of work done for that particular period.
- I) To put up recommendations as per contract against any shortfall in progress of work by liquidated damage clauses.
- m) The PMC should care take of their staff deployed on works against any attack by wild Animals causing injuries or death and pay compensations, IIMB will not be responsible.
 - 2. MANAGING PROGRESS OF WORK:
- a) The Project has to be completed within the specified time in line with approved project schedule. Towards achieving this, the following course of actions to be followed by Project Management Consultant.
- b) Prepare detail activity-wise Master Programme for the entire project, identifying the specific activities with inter-activity dependency, sequencing and activity duration (PERT Network and CPM, etc.).
- c) Prepare a Work Breakdown Structure (WBS) for the project dividing the scope into smaller work packages/activities.
- d) Co-relate programme schedule prepared by assigned contractors with Master Programme schedule and incorporate any necessary modifications.
- e) Prepare / design formats to monitor progress of work and reporting.
- f) Review weekly progress of work, compare with planned programme and submit status report to site-in-charge and Project-in-charge.

- g) Conduct weekly site meetings to monitor progress of work, co-ordinate activities of all agencies and ensure that all outstanding matters, drawings and decisions are resolved.
- h) Suggest modifications in construction if any, due to site condition and advice on variation to cost.
- i) Monitor progress of work, submit periodic status report to clients / Architects on execution planned and achieved.
- j) Check on long lead items for procurement of material, equipment, etc. and provided advance caution / intimation too concerned to be procured by contractor or client.
 - **3.** QUALITY and SAFETY MANAGEMENT:
 - a. Implement Approved Project Safety/Quality Plan.
 - b. Ensure compliance to design and specifications during execution.
 - c. Set quality control procedures such as pour-cards, checklists, etc.
 - d. Inspect and ensure that standard of workmanship and proper finishing are achieved.
 - e. Ensure documentation of quality procedures implemented.
 - f. Conduct periodic "quality meetings" to maintain preset quality standards.
 - g. Check that product guarantees are available.
 - h. Inspect completed works and recommend action to achieve high degree of finishing quality.
 - i. Insist and get safety measures on works as per NBC 2015 or as amended in-force
 - **4.** PROJECT COST MONITORING AND PROJECTIONS / MEASUREMENT AND BILL CHECKING:
 - a. The Project Management Consultant team at site should keep track of the Project Cost vis-a-vis - Authorised Amount for major area's (Civil, Air Conditioning, etc.), highlighting to Clients / Architects for any major variations. Also, prepare detailed analysis towards percentage completion of actual site job against percentage billing by major Contractors to give earned value analysis. Develop an effective system towards overall Cost-Control / Monitoring.

- b. Checking and certification of all Major Contracts and Bills namely, Civil, Air Conditioning, Electrical, Piping, Hydrant system, etc. Interior Space Planning works, services work
- c. Implement and document approved Change order management
- **5.** MATERIALS SCHEDULE:
 - a. Prepare Material requirement schedule based on the Bill of Quantities as per terms contract of contractors.
 - b. Co-relate Material procurement schedule with the programme schedule and report to the Clients / Architects in case of any deviation or mismatch.
- 6. STATUS REPORTING:
 - a. Prepare and submit weekly status reports of progress of work to Project Manager, IIMB & Architects in approved format
 - b. Material procured and required.
 - c. Manpower planned and deployed / Resource scheduling.
 - d. Cost of variation.
 - e. Quality issues and recommendations.
- **7.** SAFETY MANAGEMENT:

In order to achieve safe & healthy Project-site, the Consultant's team have to focus and ensure the following aspects:

a. Access Control:

Safety barricading/ Dust & Noise control to be get done from the contractor.

For all Contractors, Visitors or External Agencies, proper Access Control System to be established and sustained through the Project-tenure.

b. Safety Management:

Approved Project safety plan to be implemented for the whole project life cycle in line with NBC 2015 or as amended in force, Indian Labour law 2020 and OSHA standards

Experienced safety staff to be posted randomly, to impose safety standards as per approved Project Safety plan.

Ensure that all present at site shall comply with the prescribed safety standards of clients as per contract.

To document MSDS for all items used in the project.

To co-ordinate with safety officer in complying the instructions and getting work done from one contractor.

To ensure, monitor achieve Zero accident.

c. House Keeping:

For all Contractors or External Agencies, ensure proper House Keeping System to be established and sustained through the Project-tenure. A proper housekeeping in the construction site shall eliminate accidents on site.

Hygienic living conditions to be checked in the labour colony and precautions to be suggested against outbreak of any epidemic diseases etc.

- 8. PROJECT CLOSE-OUT:
- a) Submission of Completion Report; "As Built" drawings and Comparative Statements with respect to physical and financial inputs and outputs as compared to the original estimates and final cost on completion of job.
- b) To provide inventory of completed works jointly with contractor as per institute requirements.
- c) To put up recommendations as per contract against contractor from flaws in materials and workmanship as completed works, during the defect liability period and on the cost to hold, if any.

5 EVALUATION CRITERIA:

a) Combined Quality cum Cost Based Selection (QCBS) as detailed in the tender.

The Agencies who fulfil the following minimum eligibility requirements shall be eligible to bid.

Ineligible bids shall be rejected out rightly and no further action/technical consideration shall be given to such bids:

- Any Central Public Sector Undertaking setup by the Central Govt. to carryout Civil and Electrical works as per GFR clause 133(3)(i)(ii) can participate in the bid. Other Central PSUs notified by the Ministry of Urban Development for such purpose can participate in the bid. Memorandum of Understanding (MoU) to be submitted along with the tender as documentary evidence for this purpose.
- ii) The bids received as a joint venture or consortium is not eligible for participation. Only sole bidders are allowed to participate in the bid.
- iii) The bidder must be a Government of India undertaking company registered under the Companies Act 2013/1956 or a Corporation setup by an Act of Parliament or a department of the Central Government. The certificate of Incorporation or the Gazette Notification of the Incorporation of the body must be enclosed with the bid.
- iv) Should have satisfactorily completed as PMC/Design, Development and Construction agency for works as mentioned below completed within (07) Seven years ending previous day of last date of submission of tenders (copies of work order and completion certificates shall be attached)
 - a. Three similar works each costing not less than 40% (180 Crores) of the estimated cost of the project or Three works each of Built-up area of 22000 sq.mt.

Or

b. Two similar works each costing not less than 60% (270 Crores) of the estimated cost of the project or Two works each of Built-up area of 33000 sq.mt.

Or

c. One similar work costing not less than 80% (360 Crores) of the estimated cost of the project or One work with a Built-up area of 44000 sq.mt.

Similar works means experience in "Providing Comprehensive Project Management Consultancy (PMC) Services for Educational, Institute of Higher learning like IITs, IIMs, AIIMs, Universities of equivalents comprising of Administrative, Academic, hostels and residential buildings, etc for net zero

sustainable campus" under EPC Mode. Having experience in hilly terrain may be given preference.

- d. Cumulative average annual financial turn over during the immediate last 3 consecutive financial years should be at-least 30 percent (Rs.450 Crores) of the estimated cost of proposed project Rs.135 crore.
- e. The agency should not have suffered any financial losses during last 3 Financial Years.
- f. Agencies that are debarred or blacklisted by any Govt. Departments are not eligible to participate in the tender. A notarized Certificate is to be submitted along with the bid by the bidders to the effect that they are not later stage that the bidder is a blacklisted company declared by any Govt. Department then the works shall be withdrawn, and EMD/bid security will be forfeited.
- g. The bidders fulfilling the minimum eligibility criteria will be notified on the date and venue for the presentation to be presented before the Consultancy Evaluation Committee (CEC) constituted by the Institute. The qualified firms will cover the following aspects in their presentations. The presentation by each firm should be of 30-45 minutes duration.
- v) The Presentation must include following points: (for a time duration of 15 to 20 minutes only)
 - a) Organization structure
 - b) Key performance indicators of PMC for EPC projects. Reporting and recording systems.
 - c) Quality management plan of past similar projects.
 - d) Strength & weakness of the organization in terms of PMC.
 - e) Design and execution plan of qualifying projects.
 - f) Methodology, Understanding of Project, etc, net zero certification, carbon credit.
 - g) Typical project schedule of past project of similar nature (preferably qualifying projects)
 - h) Conceptual plan/Proof of concept
 - i) Manpower support for supervision and quality control

5.1 Evaluation of Technical Bid

The duly constituted Committee by IIMB shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria. The bid shall be evaluated as per the following criteria:

S. No.	Criterion	Evaluation Criteria
Α.	Technical Manpower (Presence of in-house professionally qualified staff on the payroll of the PSUs in indicated categories	Max.20Marks
(i)	Civil Engineers Minimum 5 years of experience)	Max. 10 Marks Civil Engineers (Min. Qualification – B-Tech from CFTIs/AICTE approved institutions) i) 201 and Above: 10 marks ii) Between 101 to 200 Engineers: 07 Marks iii) Between 50 to 100 Engineers: 5 Marks
(ii)	Electrical Engineers (Minimum 5 years of experience)	Max. 10 Marks Electrical Engineer (Min. Qualification-B. Tech from CFTIs/AICTE approved Institutions) i) 25 and above: 10 marks ii) Between 5 to 24 Engineers: 5 marks
В.	Based on the presentation made before TEC that includes Methodology: Understanding of Project and presentation on Concept Design; Execution plan including availability of Competent Staff and deployment during design, construction and operation phase-20 marks Methodology for undertaking Net-Zero Sustainable Campus, including life cycle analysis; Documentation to be submitted for achieving the Net-Zero sustainable; Monitoring and	Max. 30 Marks

	compliance for 10 years and the system for the same; system of safety and environment monitoring and documentation for Zero incident objective-10 marks	
С	Experience in hilly terrain and Net Zero and carbon credit in last Seven (07) years	Max. 5 Marks
	Experience of successfully completed project in hilly terrain and net zero and carbon credit of value more than Rs.50 cores.	05 marks
	Experience of ongoing project in hilly terrain and net zero and carbon credit of value more than Rs.50 crores.	03 marks
D	Past Experience of the PSU	Max. 30 Marks
i	Experience of similar nature of works during last Seven years; Projects successfully completed	
		ii) 10 marks (100% marks) for twice or more than the minimum eligibility criteria or more.
ï	Navratna and above/Schedule I- Mini Ratna/Schedule II-Mini Ratna as per Department of Public enterprises.	Max. 05 Marks i) 05 Marks for (Navratna and above) ii) 03 Marks for (Schedule I Mini Ratna) iii) 02 Marks for (Schedule II Mini Ratna)
iii	No. of years in the relevant operational area (Construction and other allied works)	Max. 05 Marks. i) 05 Marks for more than 40 years ii) 03 Marks for experience between 30 to 40 years iii) 02 Marks for experience between10 up to 30 years
iv	MOU Rating of the PSUs MOU Rating for the Seven Consecutive years issued by DPE, Gol as per the formula Given below: "MoU Rating marking to be considered for the last 7 consecutive years as follows: (a) Excellent- 1 points (b) Very Good-0.8 points (c) Good-0.6 points	Max. 05 marks i) Excellent: O5Marks ii) Very Good: 04Marks iii)Good: 03 Marks

	The marks shall be awarded based on the following formula: Obtained marks = (Total points for 07	
V	Experience in Green Building	Max. 05 marks i) 05 Marks for at least two projects successfully completed with 05-star GRIHA Rating/Platinum LEED rating ii) 04 Marks for single project with 5 Star GRIHA rating/platinum LEED Rating or 2 projects successfully completed with 04- star GRIHA rating/Gold LEED Rating iii) 03 Marks for atleast one projects successfully completed with 04-star GRIHA rating/Gold LEED Rating or two projects successfully completed with 03-star GRIHA Rating! Silver LEED Rating iv) 02 Marks for one project successfully completed with 3-star GRIHA rating/Silver LEED Rating
Е	Financial Capability	Max. 15 Marks
(i)	Average Annual Financial turn over in last three financial years	Max.5 marks i) 02 Marks (60%marks) for minimum eligibility criteria. ii) 05 Marks (100% marks) for twice the minimum eligibility criteria or more.
(ii)	Average Annual Profit before tax (PBT) in last three financial years	Max. 5 marks i) Between Rs.20-Rs.50 Cr: 2 marks ii) Between Rs.50-Rs.100 Cr: 3 marks iii) Above Rs.100 Cr: 5 marks
(iii)	Net worth as on 3I March of previous Financial Year	Max.5 marks i) Above Rs.5 00 Cr: 5marks ii) Between Rs.200-Rs.500 Cr: 3 marks iii) Between Rs.100- Rs.200 Cr: 2 marks
	Total	100 Marks

- a) The Technical Evaluation shall be carried out based on the signed documents submitted by the bidder for technical bid. (No further clarification/additional document shall be entertained/obtained by the TEC after closing date of the Tender i.e. 24/02/2025
- b) The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage-I) is 70%. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. IIMB will notify bidders who fail to score

the minimum technical score, and the Financial Bids of such failed bidders will not be opened.

c) Owner will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification will be displayed on the IIMB website and will be sent by the electronic mail on the email-id provided by the bidder.

5.2 Opening and Evaluation of Financial Bid

The Financial Bids will be opened only of those bidders who secure 70% marks and above in technical bid (Stage-1) and each is termed as Technically Qualified Bidder (TQB). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in percentage (%) only on estimated project cost of Rs.450 crores. The financial bid is excluding GST as applicable.

5.3 Award of contract:

Selection of Bidder for Award of Work: The final selection of the bidder for the award of work will be based on the scores secured in the Technical Bid (Stage-1) and the price quoted in the Financial Bid (Stage-11) as detailed below:

- a) 70 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage-1).
- b) 30 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**. Financial score of the proposals will be determined using the following formula:

FS= IOO x (FL/F)

Where,

"FS" is the financial score of an applicant (bidder),

"FL" is the lowest Financial Proposal among all TQB sand

"F" is the financial proposal of the particular applicant (bidder).

c) For the purpose of calculation of Composite Score (CS) for each bidder, the weightage shall be 70% for the Technical Score (TS) and 30% for financial score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

CS=0.70x TS+O.30x FS.

The TQBs will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer bidder (Hi) shall be eligible for the award of the work as PMC. In case, if the Hi bidder declines the contract/fails to take up the work, TEC may consider the other TQBs in order of merit. In case the composite scores of two or more PSU's have the same score in final ranking, the PSU with highest technical score will be ranked first.

- d) Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if it has:
 - i. Made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre- qualification document.
 - ii. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
 - iii. Empanelment of the PSUs shall be subject to thorough verification of their credential and inspection of similar works carried out/in progress by them, through a Technical Committee constituted by Indian Institute of Management Bengaluru.
 - iv. The decision of the TEC shall be final and binding on all the bidders in all respect.
 - v. The decision of the Institute authorities shall be final and binding on all in all respect.

The IIMB (Institute) shall issue letter of intent to selected CPSU and ask the CPSU to provide performance security in prescribed time. If, CPSU fails to submit the performance security or sign the contract agreement within prescribed time period Institute may issue the letter of intent to the second highest ranking bidder.

6 MEMORANDUM OF UNDERSTANDING (MOU)

The MOU between PMC and the Institute will be executed as per Annexure-XIII. The MOU shall constitute a binding contract between the PMC and the Institute. While the MOU shall be read together with the remaining terms and conditions of the tender, in the event of any inconsistency or ambiguity as between the MOU and any other document forming part of the tender, the interpretation placed by the Institute shall be final and binding on the PMC. Subject to the foregoing, the MOU shall prevail over any other document forming part of the tender as regards legal provisions including limitation of liability, term and termination, indemnity, confidentiality and so on.

6.1 IIMB Policy

It is IIMB policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution: and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of IIMB, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive IIMB of the benefits
- (iii) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question:

- (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded IIMB-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a IIMB financed contract: and,
- (v) Will have the right to require that, IIMB to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by IIMB.
- **6.2** Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process. Until the winning Consultant has been notified that it has been awarded the contract.
- **6.3** The consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staff with relevant experience to carry out the assignment. The services will include but not be limited to the following:
 - a) Represent the interest of the IIMB vis-a vis the contractor in any manner related to the construction contract and the proper execution thereof
 - b) Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.
 - c) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval
 - d) Assess the adequacy of all inputs such as materials and labour provided by the contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid.
 - e) To ensure guarantee warranty period is valid for 12 months from the date of defect liability period for all such procurement items.
 - f) Review and approve periodically logistic plan of the project site
 - g) Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract.
 - Examine and make recommendations on all claims from the contractor for extension of time, extra compensation, work of expenses or other similar matters.
 - Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates.
 - j) All payments shall be checked and countersigned by the consultant. All bills for payment shall accompany with necessary quality control test reports.
 - k) Prepare and submit weekly/monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.

- Propose and present for the approval any changes in the contract documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project and prepare all specific actions and other details.
- m) Provide legal advice on possible Contractor's claims.
- n) Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions in line with project risk management and mitigation
- Maintain representatives at the site in such manner that adequate supervision of construction works is ascertained for all on going activities at all times while work in progress.
- p) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the contract documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.
- q) Organize the supervision of the works with proper allocation of responsibilities to the individual inspectors and supervise their work to ensure effective execution.
- r) Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.
- s) Review and approve the Contractor's working drawings, and drawings for temporary works.
- t) Perform all survey measurements of completed or partial works where required for the determination of quantities.
- u) Assure the receipts of, and maintain as permanent record, all warrants required under the terms of the Contract Documents for materials and equipment accepted and incorporated in their source are also to be approved and as – built drawings to be prepared for all works by the contractor.
- v) Organize and operate a materials testing laboratory on the basis of the provisions in the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained.
- w) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.
- x) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion of the inspection with representatives of the contracting Authority and assist in issuing the certificate of substantial completion.
- y) Submit after review, to the Client one complete set of reproducible, revised contract drawings showing the "as constructed" project, to the extent requested by the client and to the extent possible from information provided by the Contractor or otherwise patently visible.
- z) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of the works contract.
- aa)Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-à-vis, the accepted programme on regular basis. If any shortfall

is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

- bb)Provide IIMB with all details of progress achieved Vis-a Vis the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme notwithstanding the action taken by the consultant as stipulated in clause 7.1 (s) the consultant shall report to IIMB with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist IIMB in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to IIMB for taking necessary action.
- cc) The construction should watch the safety measures of the labours taken by the contractors and report shall be submitted accordingly to.
- dd)To organise Fortnightly Walk around for quality and progress along with IIMB, Project consultants and EPC representatives and document for project course correction.
- ee)Coordinate and ensure monthly training session for staff and workman

7.0 PERFORMANCE SECURITY:

The selected PMC shall furnish within 15 days of the date of issue of Letter of Intent (LOI), an unconditional Bank Guarantee. The Bank Guarantee shall be issued by any nationalized bank for an amount equivalent to 5% of the PMC Fee. The Performance guarantee shall remain valid for a period of 04 months beyond the completion period of the project. The format of the Bank guarantee is at Annexure (IX)

ANNEXURE-I

LETTER OF TRANSMITTAL

From:

.....

To:

The Chief Administrative Officer, Indian Institute of Management, Bannerghatta Road, Bengaluru.

Sub: - BID FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR THE CONSTRUCTION OF INFRASTRUCTURE PROJECTS AT INDIAN INSTITUTE OF MANAGEMENT, BENGALURU.

Sir,

Having examined the details given in bid document for the above work, I/ We hereby submit the Bid. I/We hereby agree with the terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature, Name and Designation of authorize person with complete address of CPSU)

(Please affix seal)

ANNEXURE- II

DETAILS ABOUT BIDDING AGENCY

SI. No.	Particulars	Details
1.	Full name of the Bidder PSU (in Capital Letters)	
2.	Full address of the Bidder PSU/Registered Office	
3.	a) Telephone No. b) E-mail ID	
4.	Names and details of the Authorised Signatory of the RFD/Bid (Name, Designation, Address, Contact Telephone Number, Mobile Number, E-mail ID)	
5.	Has the bidder PSU been blacklisted by any Organization at any time? If so, attach the details of the same.	
6.	PAN	
7.	TAN	
8.	Corporate Identification Number (CIN)/Firm Registration Number (FRN)	
9.	Date of Incorporation and Number of years of experience in relevant area.	
10.	Experience of award/successful completion of project in hilly terrain (Project Name, Location, Altitude and Cost)	
11.	GST Registration No.	
12.	MoU Ratings for the past Seven years as per DPE, Gol.	

13.	Green Building Ex					
14.	No. of full-time e Organization	Graduate Engineer		-	oporting Staff chnical)	
15.	photographs of statements)	th of the Organ audited balance	sheets a	nd CA ce		
	Turn over (In Crores)	2022-23 20	023-24	2024-25		Average
	Annual Profit PBT (Before Tax)	2022-23 20	023-24	2024-25		Average
	Net work (as on 31.03.2025)					

Note: Attach attested copies of all the documents in support of above-mentioned points.

- It is hereby certified that The bidding PSU herein) has Never been black listed by Central/State Governments/PSU5.
- It is hereby submitted that all the term sand conditions of this RFP are acceptable to the Bidder PSU.

I hereby certify that the above-mentioned particulars are true and correct. If any fact/information is found incorrect/misleading, the bid shall be rejected, and the bidder is liable for legal action.

(Signature of Authorized Signatory. Name of Authorized Signatory)

DETAILS OF PERSONNEL

S. No.	Category	No. of persons
1	Graduate Engineers (in the pay roll of PSUs)	
	a) Civil	
	b) Electrical	
	c) Architect	
2	Supporting Staff (Technical / Non- Technical)	
	Total	

(Signature of Authorized Signatory. Name of Authorized Signatory)

DETAILS OF WORKS/PROJECTS EXECUTED DURING LAST SEVEN YEARS

S. N o.	Name of Owner Depart ment	Nam e of Proj ect	Exac t locati on site of the proje ct	Appro ved cost of projec t (in lakhs)	Date of commence ment of project	Timelin e fixed for comple tion	Actual date of comple tion	Fina I cost of proj ect (in Iakh s)	Is there any disput e/ legal case/ arbitra tion case pendin g in respec t of the Project	Rema rks
1										
2										
3										
4										
5										
6										
7										

(Signature of Authorized Signatory.

Name of Authorized Signatory)

ANNEXURE-V

DETAILS OF OFFICES IN BENGALURU AND SURROUNDING AREA

S.	Location with	No. of perso	onnel	Details of	Details of	
No.	full address and contact details	Graduate Engineer	Supporting Staff (Technical)	Office Space (in Sq Ft)	Infrastructure	
1						
2						

(Signature of Authorized Signatory. Name of Authorized Signatory)

Annexure -VI

EMD Bank Guarantee Format

(To be submitted in Stamp Paper of appropriate value)

LETTER OF GUARANTEE

То

The Chief Administrative Officer, Indian Institute of Management Bengaluru Bannerghatta Road, Bengaluru-560076.

(1) The withdrawal or revision of the offer by the bidder within the validity period,

(2) Non-acceptance of the Letter of Intent by the Bidder when issued within the validity period,

(3) Failure to execute the contract as per contractual terms and condition within the contractual delivery period and

2. This Bank Guarantee shall be valid up to (date).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

Seal & CPSU Signature of the bidder.

Annexure- VII

AFFIDAVIT FOR NON-BLACKLISTING

(To be submitted in Stamp Paper of appropriate value)

I/We undertake and confirm that I/We/ our firm/company/JV have not been barred or blacklisted by any of the central/state government departments, Undertakings, Autonomous bodies, Institutions, Applicant, Societies, Enterprises and Companies. Further that, if such information comes to the notice of the Institute I/we shall be debarred for bidding at IIMB in future forever. Also, if such information conies to the notice of Institute on any day before start/or during the work, the Chief Administrative Officer, Indian Institute of Management Bengaluru shall be free to cancel the agreement and to forfeit the entire amount of Earnest money deposit/performance guarantee.

(Notarized affidavit to be furnished at the time of submission of bid).

NOTE: Affidavit to be furnished on a 'non-judicial' stamp paper of appropriate value.

Signature of applicant (s) or An authorized officer of the firm with stamp Signature of Notary with Seal

9.0 FINANCIAL BID (PART – B)

(On the Letter Head of the Bidder in Separate Envelope)

From:

.....

To:

The Chief Administrative Officer, Indian Institute of Management, Bengaluru.

Sub: FINANCIAL BID FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR THE CONSTRUCTION OF INFRASTRUCTURE PROJECTS FOR NET ZERO INDIAN INSTITUTE OF MANAGEMENT AT BENGALURU-560076

Dear Sir,

In response to bid document for the above work, we hereby quote our Fee in percentage (%) toward Project Management, Consultancy Services as per the scope defined in the tender documents as under:

S. No.	Particulars	Estimated Cost in Rupees	Professional Fees Quoted in Percentage (%)	Quoted Amount IN Rs
1	Percentage of Fee (Agency Charges) the Project Management Consultancy (PMC) for construction of the Net Zero Sustainable Campus of Indian Institute of Management, Bengaluru for the estimated cost of Project Rs.450 Crores.	Rs.450,00,00,000/-		

Note:

1) Fee (Agency Charges) is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.

2) The PMC charges shall be payable on physical completion of Agreed milestones to be furnished by selected PMC Firms

Signature of Authorized Signatory) (Name of Authorized Signatory) (CPSU Stamp)

ANNEXURE-VIII

Minimal Documents to be maintained at the site office for inspection.

- 1. Original contract with EPC contractor.
- 2. Guarantee Bond etc. towards security for work, machinery/ mobilization advances etc. including extension of validity.
- 3. Insurance policies for work, materials equipment, men etc. including extension of validity.
- 4. Standard specifications as mentioned in the EPC Contract.
- 5. Standard schedule of rates.
- 6. Drawings -Architectural, Structural and Services etc. (One copy of tender drawing & all latest good for construction drawing and a copy of drawings approved by statutory authorities.
- 7. All connected measurement book, level books field books and lead charts.
- 8. All running account bills with all connected statements/vouchers.
- 9. Statements showing details of check of measurements by superior officers-copies of order laying down such requirements.
- 10. Materials at site accounts/cement, steel, bitumen, paints, waterproofing compound, pig lead, anti-termite chemical etc.
- 11. Stage Passing Register, Site order book, test records/logbooks, working out Standard Deviation
- 12. Details of extra/substituted items and of deviated quantities being executed/considered for execution in the work along with analysis of rates.
- 13. Hindrance registers.
- 14. Office, correspondence files and inspection note, if any, issued by inspection officer.
- 15. Any other documents relevant to the works including the documents that are to be maintained as per CVC/CPWD/CTE the same needs to be maintained as per the format.
- 16. The Project Management Consultancy service provider shall maintain the following detailed documents.

i. Daily Labour report employed by contractor, work planned for next day and the activities of work.

- ii. Daily Safety report of the labour employed.
- iii. Project Review Meeting Minutes (bothsoft/Hardcopy)
- iv. Receipt of Drawings
- v. Approval of Construction/Service materials
- vi. Site Hindrance
- vii. Statement of payment of wages to contract labour
- viii.Status of GRIHA compilation
- ix. Necessary approval records from statutory bodies.
- x. Net zero certification of the project.

17. Safety and Security of the Site.

(Signature of Authorized Signatory) (Name of Authorized Signatory) (PSU Stamp)

ANNEXURE-IX

Format of Performance Bank Guarantee

(To be Submitted in Stamp Paper of appropriate value)

- In consideration of India Institute of Management Bangalore (hereinafter 1) called "The Institute") having agreed under the terms and conditions of this Letter of Agreement No. .dated made between The Institute and—(hereinafter called the PMC service provider") for the work of providing Program Management Consultancy services for the proposed Infrastructure works for a period of-months in the campus of IIMB. (hereinafter called "the Letter of Agreement") having agreed to production of an irrevocable bank Guarantee for Rs..... (Rupees only), as a guarantee from the PMC service provider for compliance of his obligations in accordance with the Term's and Conditions in thet said agreement, we (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs...... (Rupees..... only), on demand by the Institute.
- 3) We, the Bank, further undertake to pay to the Institute any money so demanded notwithstanding any dispute or disputes raised by the PMC service provider in any suit or proceeding pending be fore any Court or Tribunal relating there to, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the PMC service provider shall have no claim against us for making such mile. We (Indicate the name of the Bank) further agree that the guarantee contained herein shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Institute certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said PMC service provider and accordingly discharges this guarantee.
- 4) We (Indicate the name of the Bank) furthermore agree with the Institute that the Institute shall have the fullest liberty without our consent and

without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said PMC service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said PMC service provider and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said PMC service provider or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said PMC service provider or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 5) This guarantee will not be discharged due to the change in the constitution of the Bank or the PMC service provider.
- 6) We (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.

Signed and sealed dated theday of.....the year 2025 For (Indicate the name of the Bank)

ANNEXURE-X

1. Scope

1.1 These Terms of Reference for the PMC (the "TOR") are being specified pursuant to the Contract Agreement (the "Agreement"), which has been entered into between the Authority and the "Contractor" Services for Construction of Net Zero Sustainable Campus with necessary infrastructure development works on EPC mode-II

2. Definitions and interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

3. General

- 3.1 PMC shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 3.2 The CV's of the Technical and other staff shall be got approved before deploying on works.
- 3.3 The PMC shall perform the duties and exercise the authority in accordance with the provisions of this Agreement. No cost escalation and time over run shall be allowed.
- 3.4 PMC shall submit regular periodic reports, once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the PMC within 10 (ten) days of the beginning of every month.
- 3.5 PMC shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the following para provisions

Duties and authority of PMC

PMC shall perform the duties and exercise the authority in accordance with the provisions of this Agreement and substantially in accordance with the terms of reference ("Terms of Reference" or "TOR") set forth here.

No decision or communication of the PMC shall be effective or valid unless it is accompanied by an attested true copy of the approval of the Authority for and in respect of any matter as stated above. The PMC shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the PMC within 10 (ten) days of the beginning of every month. For the avoidance of doubt, the PMC shall include in its report, compliance of the recommendations of the Safety Consultant.

- 3.6 The PMC shall aid and advise the Authority on any proposal for Change of Scope.
- 3.7 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the PMC shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

4. Role and responsibility of Officers of the Authority

The officer in-charge is Project Manager, IIMB of the Authority and is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The PMC is appointed to assist the Authority for carrying out the functions as detailed above. As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the PMC and is fully competent to issue any instructions for proper monitoring and supervision of the project, either by himself or through the Authority's Engineer, Instructions issued by the concerned officer of the Authority shall have the same effect as that of the PMC in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.

5. Construction Period

- a. The PMC shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the contractor within 7 (seven) days of receipt of such report.
- b. On a daily basis, the concerned key personnel of PMC shall inspect the Construction Works/ activities.
- c. For determining that the Construction Works conform to Specifications and Standards, the PMC shall require the Contractor to carry out, or cause to be carried out, tests on a sample basis, to be specified by the PMC in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.6, the tests specified in the SP 7: 2016 National Building Code of India 2016, SP 16: 1980 Design Aids for Reinforced Concrete to IS 456: 1978 and the Specifications for Building Works issued by the Authority (the "Quality Control Manuals") or any modification/ substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The PMC shall issue necessary directions to the Contractor for ensuring that the tests are conducted in a fair and efficient manner and shall monitor and review the results thereof.

- d. The sample size of the tests, to be specified by the PMC under Paragraph 5.6, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the PMC may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- e. The timing of tests referred to in Paragraph 5.6, and the criteria for acceptance/rejection of their results shall be determined by the PMC in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- f. In the event that the Contractor carries out any remedial works for removal or rectification of any defects or deficiencies, the PMC shall require the Contractor to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- g. If at any time during the Construction Period, the PMC determines that the Contractor has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof. The PMC shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the PMC may require.
- h. In the event that the Contractor fails to achieve any of the Project Milestones, the PMC shall undertake a review of the progress of construction and identify potential delays, if any. If the PMC shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which completion date shall be achieved. Upon receipt of a report from the Contractor, the PMC shall review the same and send its comments to the Authority and the Contractor forthwith.
- i. The PMC shall inform Authority and may take prior consent for the make or materials which contractor is proposing to be use in work. The PMC shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued.

- j. In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the PMC to inspect such works, and within 3 (three) days of receiving such notice, the PMC shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- k. If suspension of Construction Works is for reasons not attributable to the Contractor, the PMC shall determine the extension of dates set forth in the Project Completion Schedule, to which the Contractor is reasonably entitled, and shall notify the Authority and the Contractor of the same.
- I. The PMC shall carry out, or cause to be carried out, all the Tests specified in GCC 2022 EPC Projects of CPWD and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.16 and all matters incidental thereto, the PMC shall act under and in accordance with the provisions of Article 15 and Schedule-K of the Contract Agreement.
- m. The final completion and final bill from PMC will be considered After all project related final bills are settled.
- n. The penalty will be levied in any professional services at the rate of 1% to 10% of the penalty amount levied on the EPC contractor as assessed by Project manager and his team

6. TERMINATION

6.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such **Termination**, the PMC shall, in the presence of a representative of the Contractor, inspect the Project for determining compliance by the Contractor with the Divestment Requirements set forth in the tender documents and, if required, cause tests to be carried out at the Contractor's cost for determining such compliance. If the PMC determines that the status of the Project is such that its repair and rectification would require a larger amount than the sum set forth in the EPC contract, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

7. PERFORMANCE CLAUSE

Authority's Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules.

Any failure of the PMC in notifying to Employer and the Contractor on noncompliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under PR shall amount to non-performance. The PMC shall appoint its authorized representative, who shall issue on behalf of the AE, Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Project Manager, IIMB (Employer). The PMC shall take prior approval of Employer before issuing Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

8. CONSULTANT'S PROPOSAL

- 8.1 List of key personnel to be fielded by the Consultants shall be as below:
 - i. Team Leader-cum- Senior Engineer,
 - ii. BIM Co-ordinator.
 - iii. Net zero certified professionals
 - v. Construction Engineer (Civil),
 - vi. Electrical Engineer,
 - vii. Mechanical/HVAC Engineer,
 - viii. Senior Quality-cum-Material Engineer
 - ix. Water & Sewerage Engineer.
 - x. BIM-MEP
- 8.2 Broad job-description of key personnel mentioned above is enclosed as Enclosure-B. The Consultant should feel free to submit their proposal on the basis of the man-months which they consider to be necessary to undertake the assignment. All the CV's of the personals mentioned in Para 11 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. The age of the Key Personnel should not be more than 65 years on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The biodata of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each Biodata should also be signed by the authorized signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the INDIAN INSTITUTE OF MANAGEMENT, BENGALURU works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Consultant, if the Project is awarded. In case the key personnel leave the assignment without approval of INDIAN INSTITUTE OF MANAGEMENT, BENGALURU would be at liberty to take any appropriate action against those key personnel including debarment.
- 8.3 In addition to above, consultants are required to propose other key personnel, sub- professional staff and other field engineers as detailed in Enclosure-A and the minimum qualification requirements for the same is enclosed in Enclosure-B.

9. PERIOD OF SERVICES

- 9.1 The services of an PMC wi11 be as per Contract Agreement.
- 9.2 The appointment of the PMC shall initially be as per details given below.

Period of service (in months)	Construction period (in months)	O&M period (in months)
27	24	3

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. Extension of Time for providing services of the PMC may be extended concurrently with the Extension of Time granted, if any, to the EPC Contractor for the project, subject to satisfactory performance of the Authority's Engineer.

9.3 Deployment of staff on works will be done with 30 days upon issues of LOA

10. PROJECT COORDINATOR

The Firm shall appoint a personnel member from its head office to act as Project Coordinator for the assignment. He will be authorized to communicate with the Authority in respect of all matters pertaining to the project. The cost of the Project Coordinator shall be inclusive to the Consultancy.

11. Selected PMC will be provided with following by IIMB for use on works.

- a) Office Area of 300 to 500 sqft (approx).
- b) Software Materials/ Tools required for BIM.
- c) Stationary to be used on works.
- d) Essential furniture's required for the PMC staff.

Enclosure -A

MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF AUTHORITY'S ENGINEERS (May very depending on site requirements)

S. No.	Key Personnel	Man-month in Construction period is 24 months	Man-month in O&M period is 3 months
A. K	ey Personnel		
1.	Team Leader-cum-Senior Engineer	1x24=24	1 X3 =3
2.	Construction Engineer (Civil) (5 Nos.)	5x24= 120	2x3=6
3.	Electrical Engineer	1x15=15	1 x 3 =3
4.	Mechanical/HVAC Engineer	1x15=15	-
5.	Senior Quality-cum-Material Engineer	1x15=15	-
6.	Water & Sewerage Engineer	1x15=15	-
7.	Quantity Surveyor	1x24=24	
	Sub-Total	228	12
	Total for Construction & O&M	240	
B-Sı	ib-Professional Staff		
(a)	Survey Engineer	2x10=20	-
(b)	Assistant Construction Engineer	5x24=120	-
(c)	BIM Coordinator	1x24=24	-
(d)	Assistant Quality-cum-Material Engineer	2x20=40	-
(e)	Assistant Electrical Engineer	2x10=20	-
(f)	Assistant Mechanical Engineer	2x10=20	
g)	MEP-BIM	1x24=24	
	Sub Total	268	-
	Sub-Total	200	

Note:

- 1. The qualification and experience of Sub Professional staff would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from Indian Institute of Management, Bengaluru, before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type of commensuration with the roles and responsibilities of each position.
- 2. The Staff Key Personal/Sub Professional staff is tentative and is subjected to increase/decrease. Since the responsibility of surveying, drawing, proof checking/vetting etc is in the scope of EPC contractor and the responsibility of PMC to cross check the work which is under execution including other responsibility stated in agreement. Hence the actual deployment of staff may vary in numbers and thus there may be deviation (addition or subtraction) in actual deployment of personal upto 30% of total strength quoted by bidder. Bidder may access the same and quote the amount based on these deviations, no compensation shall be paid by Institute on the account of these deviations in staff. The payment shall be made based on actually deployment of staff quoted by bidder.

3. All CVs of the technical & BIM Co-ordinator to be got approved by the Project Manager, IIMB before deploying on the works.

4. The project Manager @ his discretion may levy Upon a maximum of 0.25 % of the total quoted fees for not confirming to contract clauses in discharging duties.

Enclosure B

QUALIFICATION OF KEY PERSONNEL

1)TEAM LEADER CUM SENIOR ENGINEER

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Contractor. He shall ensure execution of works on site as per specification and standards and continuously interact with the IIMB and the Contractor. He will schedule the duties of his staff according to requirements of construction programme and organize and control effectively all the project supervisory staff for Supervision of construction works.

He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Contractor. He will prepare and submit monthly progress reports and monthly certificates of payment.

The candidate is required to be a Senior Engineer, who should hav6 a proven record of supervising, organising and managing of construction of Building projects and also of Project preparation of large magnitudes projects, as defined below,

Knowledge of Project management shall bean added advantage.

He should have the following qualification/experience.

Essential Qualifications.

- (a) Postgraduates/Graduates in Civil Engineering from recognized Institute.
- (b) Total Professional Experience of 15 years in handling building Projects for BE degree holders & 12 years for post graduate degree.
- (c) He should have handled at least two Projects as Team Leader or similar capacity of project Preparation including supervision of Net Zero Buildings Project (of cost 40% of Project cost or more).
- (d) He should have handled at least two Projects as Team Leader/Project Manager or similar capacity of projects in Construction Supervision! PMC/Independent Engineer/Project Management Works of Net Zero Buildings Project (of cost 40% of Project cost or more)
- (e) He should have handled at least one Projects as Team Leader Project Manager or similar capacity in Operation and Maintenance of Net Zero Buildings Projects (of cost 40% of Project cost or more).

2) CONSTRUCTION ENGINEER (CIVIL)

The expert shall be continuously inter-act with the Contractor, to ensure life cycle cost effectiveness and viable design of buildings including appropriate rehabilitation/strengthening of the existing buildings which are significantly distressed. He shall also be responsible for ensuring complete adherence to maintenance standards during Construction and Operation period. Thus, the position requires a building specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of Net Zero Buildings including latest Codal stipulations and specifications.

He will be responsible for day-to-day supervision of works taking measurements of works executed and signing joint measurement sheets, checking quality and specification of materials and works, checking layouts and dimensions. He should have the following qualification/experience.

Essential qualifications.

- (a) Graduate/ Post-graduate in Civil Engineering from recognized Institute.
- (b) Total Professional Experience of 10 years in handling building projects, for graduate & 8 years for post-graduates, 15 years for diploma holders.
- (c) 5 years' experience (out of total 10 years) shall be as Construction Engineer/Construction Expert on Net Zero Buildings Project (of cost 40% of Project cost or more)
- (d) Experience in similar capacity as Construction Engineer/ Construction Expert on at least one Net Zero Buildings Project (of cost 40% of Project cost or more).

3)SENIOR QUALITY CUM MATERIAL ENGINEER

The Quality/Material Engineer shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Contractor's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Contractors' rock crushers to ensure that the specified requirements for such equipment are fully met.

He should have the following qualification! experience.

Essential qualifications.

- (a) Graduate/Postgraduate in Civil Engineering from recognized Institute.
- (b) Total Professional Experience of 8 years in handling building projects.

For B.E/B.TECH 5 years for 5 yrs post-graduates or 10years for diploma holders.

 (c) 5 years experience (out of total 8 years) and at least one project shall be as Senior quality cum Material Engineer on major building Project (of cost 40% of Project cost or more)

4) PHE ENGINEER

The Water & Sewerage Engineer shall be responsible for review the detailed design of pipelines, water supply, plumbing, drainage system, waste water treatment plant. He will be responsible for implementation of Sewerage network and drainage system collection system and Sewage Treatment Plants, Pumping! Lift Stations, oversee contract management and performance monitoring, ensuring the quality and progress during construction activities and implementation stage, assist in preparation of Project Completion Report.

Essential qualifications.

- (a) Graduate/postgraduate in Civil Engineering from recognized Institute.
- (b) Total Professional Experience of 8 years in handling building projects.

For B.E degrees holders of 5 years for ME degree holder , 10 years diploma holders.

 (c) 5 years experience (out of total 8 years) and at least one project shall be as Water and Sewerage Engineer on major building Project (of cost 40% of Project cost or more)

5) QUANTITY SURVEYOR

The Quantity Surveyor shall verify the measurements on ground, review the bills of quantities prepared by the Contractor for the development of the Project and ensure compliance with all applicable laws and guidelines; Provide assistance and recommendation to the client; He will be responsible for taking all measures required to control the project cost and time over-runs. He will examine the claims of the Contractor, variation orders, if any, and will approve the progress reports as per the project requirements. He will approve the measurement of all items of works executed in different stages for payment purpose prepared by Quantity Surveyor. Support Team leader in supervision of the Project.

Essential Qualifications.

- a) Graduate in Civil Engineering from recognised Institute.
- b) Total Professional Experience of 8 years in handling building projects.
 - For B.E degrees holders of 5 years for ME degree holder, 10 years diploma holders.
- c) 5 years experience (out of total 8 years) and at lease one project shall be as Quantity Surveyor on major building project (of cost 40% of Project cost or more).

SURVEY ENGINEER

The candidate should be Graduate in Civil Engineering with 3 years of professional experience or diploma in Civil Engineering! Survey having at least 5 years experience in the out of which at least 3 years should be in building projects, and they should have also dealt with at least 1 project of construction supervision/Authority's Engineer. This position requires thorough understanding of modern computer-based method of surveying with total station, digital level etc.

ASSISTANT CONSTRUCTION ENGINEER

The Candidate should be Graduate in Civil Engineering with at least 3 years of Experience or diploma in civil Engineering with at least 5 years of Experience in the field of construction supervision/Authority Engineer/ Construction of similar building projects.

BIM COORDINATOR

He should be Graduate Civil Engineering/ having at least 5 to 8 years of experience in Building Information System (BIM) confirming to IS 19650 related design method for Net zero building.

ASSISTANT QUALITY CUM MATERIAL ENGINEER

The Candidate should be Graduate in Civil Engineering or diploma in Civil Engineering with 3 years experience in the field of design/construction supervision/Authority Engineer/ Construction of similar building projects.

ASSISTANT ELECTRICAL ENGINEER

The Candidate should be Graduate in Electrical Engineering or diploma in Electrical Engineering. He should have at least 3 years experience in the field of supervising the installation and maintenance of Electrical Equipment works of building.

ASSISTANT MECHANICAL ENGINEER

The Candidate should be Graduate in Mechanical Engineering or diploma in Mechanical Engineering. He should have at least 3 years experience in the field of supervising the installation and maintenance of PHE, FPS, HVAC Equipment works of building.

Annexure XI

UNDERTAKING

(To be submitted in Stamp Paper of appropriate value)

To,

The Chief Administrative Officer, Indian Institute of Management Bengaluru Bannerghatta Road, Bengaluru-560076.

Sub: RFP CUM EOI FOR PROVIDING COMPREHENSIVE PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR THE CONSTRUCTION OF INFRASTRUCTURE PROJECTS FOR NET ZERO CAMPUS OF INDIAN INSTITUTE OF MANAGEMENT BENGALURU-560076.

Dear Sir,

I/We undertake that:

- (a) The EOI-cum-RFP can be cancelled by the Institute at any stage/time (including final stage) without assigning any reason and no claim of any kind shall be made by the agency/firm/organization.
- (b) The conditions described in the EOI-cum-RFP document herein under shall be agreed and complied with in all circumstances. Further, if there is any change in the statutory provisions as applicable in the project, the PMC shall comply with the same and shall not charge any extra amount.
- (c) The selected PMC shall accept the PMC Consultancy Charges as per financial bid submitted.
- (d) It is certified that the above undertaking is given on behalf of the agency/firm/organization and shall be fully complied with.

(Sea] & Sign by Authorized Signatory)

Annexure XII

Integrity Pact (IP)

(Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹100/duly signed by the person(s) signing the bid)

This Integrity Agreement is made at.....on this.....day of2025

BETWEEN

The Director, IIM Bangalore represented through______, (Here in after referred as the IIM Bangalore, Bannerghatta Road, Bangalore - 530076, Principal/Owner', which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

AND

Preamble

WHEREAS the Principal /Owner has floated the Tender (Ref. No. IIMB/EOI/UG/PMC(CPSU)/2022-26/01)(here in after referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Appointment of PROJECT MANAGEMENT CONSULTANT (CPSU) to "Provide Project Management Consultancy services for the development of Permanent Campus (Phase - I Works) of IIM Bangalore" hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Pact, the partieshereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to;

2. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal / Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantagein relation to the Tender process or the Contract execution.

3. The Principal/ Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of a biased nature. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the competent vigilance official and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Bangalore /Department all suspected acts of raider corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a. The Bidder(s)/Contractor(s)will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender processor execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatso ever during the Tender processor during the execution of the Contract.

- b. The Bidder(s)/Contractor(s)will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particularto prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize inthe bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly (for the purpose of competition or personal gain), or pass onto others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s)of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s) /Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- f. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIM Bangalore interests.
- h. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices(means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall up on a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article2 above or in any other form, such as to put this reliability or credibility in question, the Principal/Owner after giving 14days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

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

(3) Criminal Liability: If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any ofits Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3)The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

Article 7 – Other Provisions

- (1)This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- (2)Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by a board resolution.
- (4)Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5)It is an agreed term and condition that any dispute or difference arises between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of shall not be subject to arbitration.

Article 8 - Legal and Prior Rights

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

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the placeand date first abovementioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

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

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

Place: Date:

ANNEXURE-XIII

MEMORANDUM OF UNDERSTANDING (MOU)

Between

(Indian Institute of Management Bengaluru (IIMB))

And

(.....) For

Comprehensive Project Management Consultancy (PMC) services for Construction and Development of various Buildings i.e. Construction and Development of various Buildings, i.e. Admin & Classroom Blocks, Hostel Blocks Library, Performing Arts, Sports Complex & Equipment, Underpass, Sub-station, Water Tank, Interior and Space planning works Electrical works including Internal and External Electrical works, Firefighting, Fire Alarm System, HVAC, Lifts, Solar water heating system, External Electrical Installations, Site Development works including roads, pathways, drainage, Horticulture and Landscaping Works, STPs etc., all complete on EPC-II basis for Net Zero Sustainable Campus at Indian Institute of Management Bengaluru.

And

The PMC hereinafter called "Project Management Consultant" represented by it's Director/MD on other part.

'IIMB' and 'Project Management Consultant' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'Project Management Consultant' have agreed to undertake the comprehensive project management services of above-mentioned work(s) at above mentioned location(s) for 'IIMB' as a 'Fixed cost Work' on Project Management Consultant (PMC) basis.

Now, therefore it is agreed between the Parties that:

A. Assigning of Work by 'IIMB' to 'Project Management Consultant:

- 1. "IIMB' will provide all relevant available documents related to Land, Site Details, functional and space requirements, Site Layout Plans etc for facilitating Project Execution by 'Project Management Consultant's of CPSU.
- 2. 'Project Management Consultant' of CPSU role is consultancy firm and law of agency is applicable to them shall assist, co-ordinates and furnish the recommendation to appoint EPC Contractor and other agencies for execution of the work. The tender document, work order and agreement copy should be read combinedly for the PMC services for construction of various building projects in Indian Institute of Management Bengaluru. No sublet or splitting of work is permitted for the execution of the work.

3. The broad scope of work for net zero sustainable campus consisting of the following buildings with plinth area is as follows:

BRO	BROAD CATEGORY OF WORKS – Table -1				
S.	Buildings	No. of	Floor	Area in Sqm	
No.		Block	Config.	(Approx)	
1	Office & Admin & classrooms	1	G+3	14,655	
2	Hostel building	2	G+10	22,500	
3	Library+ Performing Arts + Cafeteria	1	G+6	8,274	
4	Sports Complex & Equipment	1	G+2	5646	
5	Gate complex	1	G	375	
6	Services Blocks (ESS, STP)	1	G	1,000	
7	Underpass				
8	IT Infra (Network + ERP)				
9	Acoustics & Furniture				
10	Site Development				
11	Specialized E&M				
	Total Area			52450	

External Development works include site development, horticulture, sub-station equipment, diesel generator sets, UPS system for uninterrupted power supply, VRV/VRF AC system, solar photo voltaic power generation system, solar water heating system, CCTV system, access control system, hydro pneumatic water supply system, LAN system, IP based EPABX system, Street lighting with LED,STP/TP Plant, Emergency Light and illuminated signage, trenches works for services, pumps for WTP, civil work for WTP & STP etc for Net Zero Campus.

B. Release of Funds, Payment of Bills

The quoted professional fees (Inclusive of GST) will be paid as stated below

- 1. Mobilisation advance at 10% of the quoted fees will be paid against submission of BG valid for tender period and advance will be recovered in prorate basis. The mobilization advance will be recovered along with the interest of 10% per annum on the amount released
- **1.1** 95% of the quoted professional fees will be paid during tender period or extended period.
- **1.2** The balance 5% will be released after completion of O&M period and certification of all projects final bills.
- 2. 'IIMB' shall release phase wise payment as per the actual deployment of staff irrespective of number of staffs quoted by the bidder and on physical completion of Milestones declared in tender document.
- 3. The 'Project Management Consultant' shall be responsible for certifying and recommending Bills of the EPC Contractor engaged by them and make available Final Statement of Accounts in Standard Format to 'IIMB' & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction during the Completion of the Work. In addition, should 'IIMB' ask for any other details from 'Project Management

Consultant' regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc, the same shall be provided by 'Project Management Consultant' readily.

4. The 'IIMB' shall settle compensation/ levies, if so required to be paid based on the recommendation of 'Project Management Consultant' related to the Project works, under Workmen's Compensation Act or any other Act or Law of the Central or the State Government.

C. Execution of Work

- 1. The 'Project Management Consultant' shall co-ordinate with EPC Contractor for Statutory Approval/ Permission! Clearances! Certificates from the concerned local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board! Fire Department, State! Central Pollution Control Boards, State! Central Environmental Authorities, Forest and Wild life authorities etc.(for e.g. removal of trees, re-locating utilities, conversion of railway level crossings, laying of railway sidings needed by the work; rehabilitation and resettlement of persons affected by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest/ wildlife clearances; and shifting of religious shrines etc.) to start the work. The 'IIMB' shall be responsible for providing all assistance to 'Project Management Consultant' in this process. Also, PMC shall inform in writing to IIMB on above matter during the contract period as required.
- 2. IIMB' shall make the work site available free from encumbrances to 'Project Management Consultant' of CPSU.
- 3. Project Management Consultant' shall permit 'IIMB to inspect or monitor the works, either itself or through third party as and when it desires for assessing actual progress and quality of construction and any other aspect.
- 4. 'IIMB' shall ensure free access for 'Project Management Consultant' staff! Employees and their workers working at Work site in case these are required. "Project Management Consultant' shall provide necessary support in this process.
- 5. 'Project Management Consultant' shall ensure adequate availability of men & material by their contractors.
- 6. 'Project Management Consultant' shall ensure that its EPC Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to work man deployed at the Construction Site. 'Project Management Consultant' will act as Principal Employer in respect of all Statutory Obligations related to workman deployed or the site in execution of the work.

- 7. 'IIMB' shall permit to the 'Project Management Consultant' all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up Labour Campus/ Huts inside the available space for facilitating construction by contractors engaged by 'Project Management Consultant'.
- 8. As soon as the work is awarded to EPC Contractor 'Project Management Consultant' shall check and submit to 'IIMB' an integrated Program Chart in 51) Building information Modelling Software for the execution of work showing clearly all activities form the start of work to completion with details of manpower and other input information required for the fulfilment of the timelines given therein. 'Project Management Consultant 'will intimate 'IIMB', Project Team, both on-site and offsite to the Project Manager of IIMB associated with execution of the work. The Program Chart should inter-alia include descriptive note explaining sequence of the various activities, CPM Network Milestones etc. This will form Base Line Program, and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
- 9. 'Project Management Consultant' shall be responsible for providing Physical Progress Reports to 'IIMB' on monthly basis for reviewing of the progress of the work vis-à-vis Base Line Program in 51) Building information Modelling Software at every fortnight (15days) and taking all necessary remedial actions, after taking into account 'IIMB's observations made in respect of quality and progress of the work during the monthly! periodic Project Review Meetings and to ensure timely completion of work as per mutually agreed time schedule/ milestones and within fixed project cost, i.e. consultancy charges Rs. 450 Cr
- 10. 'Project Management Consultant' shall also be responsible for providing to 'IIMB' Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against the Fund earlier released to 'Project Management Consultant' by 'IIMB'.
- 11. 'Project Management Consultant' shall be responsible for total Project Management including day to day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, CPWD specifications, National Building Code and IGBC, OSHAS, Bureau of Energy Efficiency (BEE) standards, Books of Specifications etc. and also in accordance with relevant and extant provisions of CPWD General Conditions of Contract 2022 EPC Project.

D. Project Management, Cost and Time Control

1. 'Project Management Consultant' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call

tender on EPC mode-II as per tender conditions. 'Project Management Consultant' shall be obliged to adopt all the above said measures for successful completion of the works within fixed cost i.e. consultancy charges Rs.450 Cr and agreed Time Period. The dedicated group of Engineers shall be deployed full time till completion of work and shall not be transferred to other site without approval of Project Manager of IIMB. In case of transfer of engineer without approval of Project Manager 0.2% penalty of consultancy charges will be levied for each month.

2. 'Project Management Consultant' role is as PMC and shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs as per milestones and timelines and project cost i.e. contract value, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'Project Management Consultant' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/agencies as per CPWD General Conditions of Contract 2022 EPC Project.

The liquidated damages recovered from the contractors for delay, if any, shall be credited to 'IIMB' in the project accounts.

- 3. The Project Cost & timeline should not exceed during execution of the Project including for reasons like increase in cost index during construction period, revised specifications or extra work over approved estimate carried out of the request of 'IIMB' etc. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'Project Management Consultant'.
- 4. At any time, it appears to 'IIMB' that the actual progress of the work does not conform to the approved program referred above and intimated to 'Project Management Consultant' by 'IIMB', detailed reasons and justifications for such delays shall be examined by 'IIMB' to re-schedule the program, if any. Progress Review Meetings preferably monthly shall be held between 'Project Management Consultant' EPC Contractor and 'IIMB' for reviewing the progress of works based on Baseline Program/Milestones etc. in 5D Building information Modelling Software and also for resolving coordination issues, if any including fixing priority of same works, facilities and services for their early completion and handing over to 'IIMB' for putting item to use for intended purpose. 'Project Management Consultant' will also designate a Nodal Officer in respect of specific Management Consultant for technical clearance and execution of the work within the agreed cost. Such designated Nodal Officer shall be suitably empowered and authorised to take decisions in work related issues so that delays are minimised for achieving timely completion of the work.

5. Project Management Consultant shall hand over to Indian Institute of Management Bengaluru or its authorized representatives i.e. The Registrar completed work including all services and facilities constructed in accordance with the approved plans, specifications fulfilling all techno-functional requirements for net zero campus agreed with IIMB along with inventory, as built drawings in hard copy and soft copy in .if format/open standard format, maintenance manual/Standard Operating Procedure (SOP) for equipment and plants, all clearances/certificates from statutory authorities, local bodies. Etc. along with Project completion report (PCR). Ten (10%) percent of the consultancy charges will be withheld by Institute till certification for net zero campus issued by IGBC is submitted by PMC.

E. Completion and Handing over of Completed Works and Facilitates

- 1. 'Project Management Consultant' shall obtain work Completion/Occupancy Certificates & Clearance for completed Work and Facilities before handing over the same to 'IIMB' for putting them to functional use.
- 'Project Management Consultant' shall hand over to 'IIMB' or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, fulfilling all tech nofunctional requirements agreed with 'IIMB' along with inventory as built -Drawings (CAD format) Maintenance Manual/Standard Operating Procedure (SOP) for Equipments and Plants, all clearances/Certificates from Statutory Authorities, Local Bodies etc.
- 3. On completion of the work, a Project Completion report (PCR) shall be submitted by 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved fixed Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to 'Public Authority' within one month of settlement of final bills of the EPC contractors/other agencies deployed on the work by 'Project Management Consultant'.

F. CONFIDENTIALITY OBLIGATIONS AND INTELLECTUAL PROPERTY RIGHTS

1. For the purposes of this MOU, "Confidential Information" shall mean and include all information that IIMB may provide to the PMC or is accessed by the PMC in relation to the Project, whether in written, oral, electronic or any other form. This includes, but not limited to, data (including any personal data), research findings, methodologies, designs, reports, business plans, trade secrets, financial information, marketing plans and other related information or materials collected by the PMC for IIMB for the purpose of performance of the obligations under this MOU.

- 2. PMC shall not, during or subsequent to the Term: (i) use the Confidential Information for any purpose whatsoever other than facilitating the performance of its obligations hereunder; and (ii) disclose the Confidential Information to any third party, without IIMB's prior written consent.
- 3. PMC hereby accepts that such Confidential Information shall remain the sole property of IIMB and that sharing of such information shall not in any way shape of form be construed as license or transfer of the Intellectual Property Rights over such information. Neither shall the PMC disclose the results of the research, or any confidential details of the work done hereunder without prior written consent from IIMB.
- 4. PMC hereby agrees that IIMB shall own all right, title and interest, including all copyrights and other proprietary rights ("Intellectual **Property Rights**") in all the data, deliverables and results that are collected and curated by the PMC under this MOU.
- 5. The Parties understand and agree that IIMB shall continue to own all right, title and interest including all Intellectual Property Rights in and to any material, information, or data that may be given to the the PMC, if any, and the PMC obtains no other right in such materials or data supplied by IIMB.
- 6. For the purposes of clarity, it is hereby agreed between the Parties that all pre-existing Intellectual Property Rights of either Party shall remain undisturbed and shall continue to be owned by such Party. Nothing in this Agreement, provides for assignment of any such pre-existing Intellectual Property Rights of one Party to the other.
- 7. The provisions of this clause shall survive the termination of this MOU.

G. REPRESENTATIONS AND WARRANTIES

1. PMC hereby represents and warrants that: (i) it has the requisite manpower, infrastructure and expertise to provide the services under this MOU; (ii) the services shall be performed timely with the highest professional skill, care and diligence; and (iii) it is authorized to execute this MOU and perform its obligations hereunder and the performance of its obligations does not conflict with any other obligations.

H. INDEMNITY AND LIMIT OF LIABILITY

1. PMC shall indemnify, defend, save and hold harmless IIMB and its directors, officers, employees etc., against any and all losses, damages, liabilities, proceedings, claims and liabilities arising out of or resulting from: (i) breach of the terms contained herein, including any representations or warranties contained in this MOU by the PMC; (ii) any infringement of the Intellectual Property Rights of a third party by the PMC; (iii) breach or violation of any applicable law, rule, statute, direction or contract; and (iv) any unauthorized act of the PMC.

- 2. In no event shall IIMB be liable to the PMC under any theory of law and whether advised of such liability or not, for any indirect damages whatsoever, including but not limited to special, incidental, consequential, punitive, or exemplary damages or loss of profits.
- 3. Notwithstanding anything to the contrary herein, IIMB's total aggregate liability to the PMC shall, at all times, be limited to the consultancy fee due and payable to the PMC in accordance with this MOU, for the completed services.

I. TERM AND TERMINATION

- 1. Term. Unless terminated earlier in accordance with these provisions, this MOU will commence on such date as IIMB determines and will remain in full force and effect until the project is completed.
- 2. Termination due to Breach. In the event the PMC materially breaches the terms of this MOU, IIMB may terminate this MOU immediately without any further liability to the PMC. Breach shall include any delay in the completion of PMC's obligations or any unavailability or abscondment of the PMC or its representatives.
- 3. Termination for Convenience. IIMB may terminate this MOU at any time for convenience and without assigning any reasons upon thirty (30) days written notice to the PMC.
- 4. Termination due to Unavailability. IIMB may terminate the MOU immediately in the event of death or permanent disability of any key person of the PMC responsible for discharging the obligations under this MOU or insolvency of the PMC or any other event rendering the PMC unable to render the services hereunder.
- 5. Consequences of Termination. Upon termination of this MOU: (i) for convenience, IIMB shall pay the PMC for the services rendered prior to such termination; (ii) for breach, IIMB shall not be obligated to make any payments to the PMC; and PMC shall pay to IIMB the cost of obtaining suitable alternate services; and (iii) the PMC shall return or destroy all Confidential Information in its possession and certify in writing that this provision has been complied with.

J. GOVERNING LAW AND DISPUTE RESOLUTION

- 1. This Agreement shall be governed and construed in accordance with the laws of India.
- 2. The Parties hereby agree and declare that if any dispute or differences shall arise between them either pertaining to this Agreement or the Project, they will resolve such disputes and differences through mutual negotiations.
- 3. If this effort fails, the dispute can be referred to binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English and in Bangalore, by a sole arbitrator appointed mutually by the Parties. Any award made by the Arbitrator shall be final and binding upon the Parties hereto and it may be enforced by the Parties hereto.

4. The Parties shall submit exclusively to the jurisdiction of the courts in Bangalore.

K. Miscellaneous

- 1. Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.
- 2. **Assignment:** No assignment, cessation, or transfer of any right or obligation arising under this AGREEMENT shall be made by one party, without the previous written consent of the other party. Any such transaction of violation of this provision shall be null and void.
- 3. **Conflict of interest:** Unless otherwise agreed in writing by IIMB, PMC and his personnel shall not receive remuneration in connection with the PROJECT except as provided for in this Agreement. PMC shall not engage in any activity or provide SERVICE to any other third party, involved directly or indirectly in the PROJECT, which might conflict with the interests of IIMB under this Agreement.
- 4. **Waiver:** The failure of either party to enforce any right hereunder shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.
- 5. **Time is of the essence**: Time is of the essence with respect to the obligations of the PMC under this MOU.
- 6. **Severability:** The provisions of the MOU are severable. In the event any portion of the MOU is held to be unlawful or unenforceable, the same will not affect any other portion of the MOU, and the remaining terms and conditions or portions thereof will remain in full force and effect.
- 7. **Independent Contractor:** The relationship of the Parties to each other shall be that of independent contractors and shall not be interpreted to constitute an agency, partnership or joint venture.
- 8. Contract document & language: This MOU shall be drawn up in one (1) original in English and to be retained by IIMB and a copy will be issued to PMC. English shall be binding and controlling language for meaning and interpretation of the MOU by both the Parties. English shall be used for information, design, drawings documents, and reports given to each other by the Parties hereto. All communications between PMC and IIMB shall be in English language.

9. Force Majeure: Should the fulfilment of the present MOU be infringed due to hostilities, embargo, blockages, strike, and restraint by Govt. or any other contingency beyond either party's control i.e. due to Force Majeure such as Acts of God, severe earthquake, cyclone (expect monsoon), floods, lighting, land slide, fire or explosions, plague or epidemics, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power or confiscation or trade embargoes or destruction of requisition by order of any Government or any IIMB etc., the Parties shall not be responsible for the fulfilment of the present MOU. Upon the occurrence and cessation of any such contingency, the party suffering there from shall immediately give the other party notice, in writing, within fifteen (15) days of such occurrence or cessation and the representatives of the parties shall immediately consult each other and agree upon the measures to be taken. Under the said circumstances, the time of fulfilling the obligations under the present MOU shall be prolonged for the period within which the Force Majeure or consequences thereof exist.

10. Correspondence/Notice

Any notice or other communication which may or which is required to be given under this Agreement shall be sent by FAX, E-mail or by registered post/courier to the addresses given below or to such other address which may be designated by either party by written notice to the other as the address to which notices and communications shall be sent important notices are required to be sent by registered post.

- 11. **Survival.** The terms and provisions of this MOU which by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive any termination of this MOU, along with clauses F (Confidentiality Obligations and Intellectual Property Rights), G (Representations and Warranties), H (Indemnity and Limit of Liability), I (Term and Termination), J (Governing Law and Dispute Resolution) and K (Miscellaneous).
- 12. Entire Agreement/Amendment. This MOU shall form the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior or contemporaneous negotiations and agreements, oral or written, between them regarding the subject matter hereof.
- 13. **Counterpart Execution:** This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

То

The Chief Administrative Officer, Indian Institute of Management Bengaluru.

То

PMC

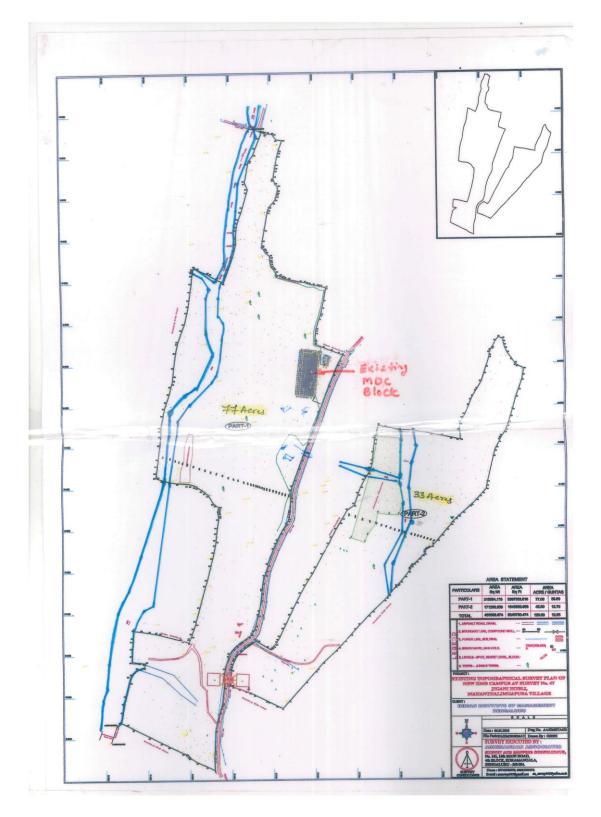
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In WITNESS WHEREOF, the parties signify this MoU by the signatures of their duly authorized representatives.

The effective date of the Agreement shall be from and valid upto completion of tenure period of the work i.e. 27 months.

For & on behalf of PMC		For & on behalf of IIMB
Signature:	Signature	
Name:		Name:
Designation:		Designation:
Witness 1:		Witness 1:
Signature:		Signature:
Name:		Name:
Designation:		Designation:
Date: Place:		Date: Place:
Witness 2:		Witness 2:
Signature:		Signature:
Name:		Name:
Designation:		Designation:
Date: Place:		Date: Place:

MASTER PLAN & SURVEY MAP



Visual Representation

