



**TENDER DOCUMENT FOR
ESTABLISHMENT OF TERM CONTRACT FOR PAINTING
AND MAINTENANCE WORKS
AT IIMB**

TECHNICAL BID

This Document contains pages from 1 to 59.

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05th June 2025**e-TENDER NOTICE**

e-Tenders are invited from reputed firms for the work of "**Establishment of Term Contract for Painting and Maintenance Works at IIMB**". All as per the scope of work.

E.M.D (RS.) TO BE SUBMITTED ALONG WITH BID DOCUMENT	DURATION OF CONTRACT	ISSUE OF TENDER DOCUMENT ONLINE	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT	DATE OF OPENING OF TECHNICAL BID	DATE OF OPENING ONLINE PRICE BID
(1)	(2)	(3)	(4)	(5)	(6)
Rs.30,000/-	One Year	05-06-25	27-06-25 15.00 Hrs	30-06-25 15.00 Hrs	Online Price Bids of only those bidders who are qualified in the Technical Bid will be opened. Date and time of opening will be intimated through email.
Pre-Bid Meeting			Date: 12-06-2025, Time: 15.00 hours		

I - INSTRUCTIONS TO BIDDERS:

I.A Bid Validity:

**Technical Bid: 120 days from the date of opening of Technical Bid.
Price Bid: 120 days from the date of opening of Online Price Bid.**

The nature of the tender is a Two Bid System i.e. Technical Bid and Price Bid.

Period of Contract: The duration of the contract is one year.

I.B Downloading of Tender Document:

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

IIMB Website: www.iimb.ac.in/tender_notices

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

I.C Submission of Tender:

Tender shall be submitted online only, in Central Public Procurement Portal (CPP Portal).

- I.C.1** Notice Inviting Tender, any corrigenda / addenda issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders if any, form part of the Tender Document.
- I.C.2** The bidder should check for any of the above, uploaded in CPP Portal before submission of the Tender Document (Technical and Price bid). If the bidder submits the tender before the due date, he should be regularly checking the portal for any of the above uploaded, and he should download that document and submit the same with seal and sign on the document. If the revised price bid is uploaded, the bidder should download the Price Bid again, quote the rates referring to the revised price bid and upload the same again.
- I.C.3** The bidder shall download the corrigendum / addendum and upload the scanned copy of the same in the company letter head on CPP Portal.
- I.C.4** In case any bidder does not upload the revised price bid, the old price bid uploaded by him will not be considered and his tender gets rejected even though he is qualified in the Technical Bid.
- I.C.5** Any addendum / corrigendum or additional information pertaining to tender will be uploaded on CPP Portal. The bidder should regularly visit the portal for checking the same till the last date of submission of the tender and submit the tender (online) only after checking the addendum

/ corrigendum / any other additional information uploaded in the websites mentioned above.

I.C.6 If any bidder submits the tender before the due date and any corrigendum / addendum is uploaded on the website after his submission of tender, such bidder shall download the corrigendum / addendum and upload the scanned copy of the same typed in the letter head with seal and sign on the same, on CPP Portal.

I.C.7 Any information / clarifications required by the Bidder can be obtained from the Estate Section, IIMB during working hours on any working days till the date of submission of Tender Document OR at the time of pre-bid meeting.

I.D Pre-bid meeting

I.D.1 Pre-Bid Meeting will be conducted before submission of the Tender. The bidders may send the clarifications to the email ids mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted at Estate Section, IIMB. In case of any changes in the mode of conducting the meeting, the intimation will be provided in the CPP Portal.

I.D.2 Minutes of the Pre-Bid Meeting will be uploaded in CPP Portal. Minutes of the Pre-Bid Meeting forms part of the Tender Document. The bidder must check for the Minutes of the Pre-Bid Meeting before submitting the online Price Bid.

I.D.3 The bidders should download the minutes of the Pre-Bid Meeting, sign on the same with seal and upload it along with the other documents while submitting the Tender.

I.D.4 Site Visit by the bidder is mandatory. The bidder should visit the work site and obtain the Site Visit Certificate by IIMB and shall submit the copy of the certificate along with the tender.

I.D.5 The Bidder/s shall visit the site to acquaint himself / themselves with the site conditions and study the drawings and specifications in detail prior to Bidding and no claims will be entertained on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed. No cost incurred towards site visit like travelling expenses and accommodation expenses can be claimed. Such expenses are entirely the responsibility of the bidder.

I.D.6 Conditional tenders are liable for rejection.

II - REGISTRATION PROCESS ON ONLINE PORTAL

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

Bill of Quantity (BOQ)- Price bid:

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

III - ELIGIBILITY CRITERIA:

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

- III.A** The bidder should have completed similar kind of work, The bidder should have registered with a valid GST Registration Certificate and furnish the copy of the same along with the Tender Document.
- III.B** The Technical Bids of those bidders who do not satisfy this condition or who do not furnish the certificate will be summarily rejected.
- III.C** The bidder should provide work details as per the Proforma –J.
- III.D** The bidder should have the minimum Average Annual Financial Turnover (during the previous Five financial years) of Rs.50,00,000/- (Rupees fifty lakhs only) (which is calculated on the earnings from painting and civil maintenance works exclusively) and shall submit the documentary evidence for the same, i.e. IT Returns filed for the last five financial years, Audited Balance Sheet and Profit and Loss Account for these five financial years and Auditor Letter certifying the annual turnover of the bidder for these five financial years, failing which the bidder will not be eligible for the Technical Bid Evaluation.
- III.E** **Approximate quantities of the work spread over the period of one year have been given in the BOQ.**
- III.F** **The bidders shall quote the unit rate in the Price Bid considering the quantities mentioned in this document.**
- III.G** Term contract will not be restricted to a single contractor. It will be distributed equally among the contractors who have accepted the rates finalized for the Term Contract (i.e. IIMB agreed rates), based on the requirements and value of work. The distribution of work is at the whole discretion of IIMB and this will be binding on the contractors.
- III.H** The bidder should be in the similar business (please refer the description of work mentioned under EXPERIENCE below) continuously at least for the last five years. There should be no break in business during this period. (Excluding covid period at two financial year 2020-21 & 2021-22).
- III.I** **The Bidder shall have registered office based in Bangalore.** Since last three years, documentary proof shall be submitted in proof to the above requirement.

III.J IIMB will carry out the evaluation of bids of only those bidders who satisfy the above criteria.

III.K Experience: The bidder should have completed either one / two / three similar works during the last five years, for the values as mentioned in Proforma J. The bidder shall submit the proofs of work done in any of the organizations mentioned below.

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

III.L In Central or State Govt. / Central or State Govt. Autonomous Bodies / Central or State PSUs / Central or State PWD / MES / Railways / Institutes of higher learning equivalent to IIMB – The bidder should have completed the similar work in any of the above mentioned Government organizations.

III.M In Reputed Private Organizations – The bidder should have completed the similar works in any private organization.

III.N Financial position: Average annual financial turnover (during the last five financial years) ending 31st March every year should be as per the requirement mentioned. IT returns and Audited balance sheets in support of the five years' financial status of the company shall be submitted.

III.O The bidder should have valid GST Registration. Documentary proof shall be submitted for the same.

III.P Evaluation of Tenders- Technical bid:

After submission of the Technical Bid, the supporting documents will be verified for satisfaction of Eligibility Criteria. The Documents of only those bidders who satisfy all the requirements of Eligibility Criteria will be evaluated.

- (a) Work experience (single work / two works / three works) will be evaluated for the value of the work done as mentioned.
- (b) Work experience in any one of the organizations - Central or State Govt. / Central or State Govt. Autonomous Bodies / Central or State PSUs / Central or State PWD / MES / Railways / Institutes of higher learning equivalent to IIMB / Private Organizations.

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

The online price bids of only the bidders qualified in Technical Bid will be opened.

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

Bidders who are debarred/ blacklisted in other utilities in India will not be considered. The bidder shall submit the certificate to the effect that the bidder is not blacklisted by any Central / State Government organization / DGS&D / NCCF / Kendriya Bhandar / PSU during the last three years. Certificate should be given in the bidder's company letterhead. **(Please refer Proforma J)**

IV - PERMANENT EARNEST MONEY DEPOSIT (PEMD):

The PEMD is 2% of Rs 15,00,000 (Rupees fifteen lakhs only) which is Rs.30,000/-.

IV.A Submission of PEMD through online transfer:

For online submission of PEMD, the bidder shall pay the amount through RTGS/NEFT.

The bank details of IIMB for online transfer:

Bank Name- HDFC Bank Ltd

Bank Street Address : J.P.NAGAR BRANCH,BANGALORE

Branch Code : 0133

IFSC CODE: HDFC 0000133

Customer HDFC Bank a/c name: Indian Institute of Management

Customer HDFC Bank a/c number: 01331450000019

Note: The proof of payment including name of the bank, amount of PEMD, date of transfer, UTR No. shall be submitted along with the Tender Document.

UTR No. shall also be furnished through e-mail to the email ids given in the first page of the document.

IV.B Exemption from paying the PEMD:

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

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

All the bidders should remit the PEMD along with the Tender Document.

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

IV.C No Interest will be paid on this PEMD.

IV.D Forfeiture of PEMD:

The Permanent Earnest Money Deposit shall be forfeited:

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

IV.E Bank details of the bidder:

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

IV.F Return of PEMD:

Unsuccessful Bidders: The Permanent Earnest Money Deposit (PEMD) will be returned to the unsuccessful bidders, after enrolment of the successful bidders under the Term Contract.

Successful Bidder:

PEMD will be returned AT PAR after the completion of the Term Contract.

IV.G SECURITY DEPOSIT:

IV.G.1 5% of the bill value will be deducted as security deposit from each running bill. This security deposit will be refunded AT PAR at the end of defects liability period deducting claims if any. The percentage of the security deposit is subject to revision on Government of India Notification from time to time.

IV.G.2 The above deposit will be held by the company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the bidder to the company under the terms and conditions of this contract may be deducted from this security deposit or from any other sums that may be due, or may become due to the bidder by the company on any account what so ever, and in the event of the security deposit being reduced by reasons of any such deductions the bidder shall within ten days thereafter make good these deductions.

IV.G.3 No deposit will be recovered for work of routine maintenance works except for special works where maintenance period is essential and specifically stipulated in the contract etc., like tar felting, water proofing etc.

IV.G.4 No interest will be paid on the Security Deposit.

IV.G.5 LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

IV.G.6 In case, the bidder stops the work abruptly, the security deposit submitted will be forfeited.

IV.H REFUND OF SECURITY DEPOSIT:

The Security Deposit will be refunded only after the Completion of the defects liability (maintenance period) by the Engineer-in-Charge.

IV.H.1 The normal period of maintenance for all work will be six months from actual completion of work and for special items of work such as mentioned in the body of the specification. During this period the Bidder will be responsible for rectifying all defects noticed and attributable to defective workmanship in respect of the work executed by him. As soon as any defects come to the notice, Engineer-in-Charge shall request the Bidder in writing to rectify the defects noticed.

IV.H.2 No deposit will be recovered for work of routine maintenance works except for special works where maintenance period is essential and specifically stipulated in the contract etc., like tar-felting, water proofing etc

IV.H.3 No Interest will be paid on PEMD Deposit.

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

V - SUBMISSION OF BID

Bids shall be submitted online only at CPPP website.

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

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

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

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

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

V.A Due date for Submission of Bids:

V.A.1 PEMD must be paid through online transfer as per the bank details mentioned in this document within the due date of submission of bids.

V.A.2 **Bidders are advised to upload, submit and freeze their E-bids** within the due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.

V.A.3 IIMB may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of IIMB and Bidders previously subject to the deadline will thereafter be subject to the due date as extended.

V.A.4 Before Bidding, the bidders are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, specifications and all other documents which form part of the agreement to be entered.

V.A.5 While quoting their rates, the bidders are advised to take into account all factors of any fluctuations in the market rates, etc. No claims will be entertained on this account after acceptance of the tender or during the currency of the contract. Item rate tender containing percentage below / above will be summarily rejected.

V.B Late Submission of PEMD:

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

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

V.C Withdrawal, Substitution and Modification of Bids:

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.

V.D Opening of E-Bids:

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.

V.D.1 In the event of the specified date of Bid opening being declared a holiday for IIMB, the Bids shall be opened at the appointed time on the next working day. In two bid system, the price bid shall be opened only after technical evaluation. No separate intimation shall be sent to the bidders in this regard.

V.D.2 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.

V.D.3 On opening of technical bids online, accepting the bid will not mean that the firm is technically or financially qualified.

V.D.4 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.

V.E Rejection of tenders:

- V.E.1** If any alternations are made by the bidder in the Tender Documents, the Tender will be liable for rejection.
- V.E.2** Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.
- V.E.3** The bidders are cautioned that not giving complete information called for in the application or not giving it in clear terms or making any changes in prescribed forms or deliberately suppressing the information may result in the application being summarily disqualified / rejected.
- V.E.4** If the tendered rate of any item(s) against which no rate /amount /empty /not applicable /blank /not quoted is entered by the bidder, such tender shall be liable to be summarily rejected.
- V.E.5** The tenders submitted without furnishing the relevant information asked for, are summarily rejected.
- V.E.6** Conditional and unwitnessed tenders, tenders containing freak rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- V.E.7** Bids found abnormally low priced on individual items and in overall is liable for rejection.

V.F Evaluation of tenders- Price bid :

- V.F.1** **The acceptable percentage of variation of rates for each items of work is up to -20% (Below estimate cost).**
- V.F.2** **The rates quoted beyond the above mentioned percentage for each item of work will not be considered for the comparison of prices.**

V.F.3 For example, if four bidders have quoted percentage of price for an item ranging between -20% and 0% the lowest percentage compared to estimate rate shall be considered for IIMB agreed rates as shown in example below

Item Description	Bidders	Percentage of price Rate Quoted
Item-1	B-1	-18%
	B-2	-13%
	B-3	-19%
	B-4	-22%

From the above table it is noted that B3 has quoted percentage of -19% below the estimated rate for Item-1 and the same shall be accepted by other bidders and considered as IIMB agreed rates.

If all bidders quote above or below freak percentage then the estimated cost shall be considered for those items of work and same shall be accepted by other bidders and considered as IIMB agreed rates.

VI - AWARD OF CONTRACT:

- VI.A** There is no L1 bidder in this contract.
- VI.B** After opening the online price bid, the lowest unit rates quoted for each item by each bidder will be extracted and a final rate will be arrived at by IIMB. The rates thus arrived are considered as **IIMB agreed rates**. A BOQ will be prepared based on these IIMB agreed rates and will be **the Final BOQ**. The bidders whose online price bids will have been opened, will be negotiated for accepting the Final BOQ. The bidders who accept the Final BOQ will be enrolled to the term contract. The work will be distributed equally among these contractors as per the requirement. The bidders who show their unwillingness to accept these rates, are considered as unsuccessful and their PEMD will be returned after enrolment of the successful bidders under the Term Contract.
- VI.C** In the event of single bidder or two bidders accepting the rates finalized by IIMB, the decision as taken by IIMB will be final and binding on the bidders.
- VI.D** In the event of none of the bidders accepting the Final BOQ, the tender gets cancelled.
- VI.E** Initially, enrolment letter will be issued to the bidders who have accepted the rates as finalized by IIMB i.e. IIMB agreed rates.
- VI.F** After enrolment under the Term Contract, whenever the requirement arises, actual quantities of work will be arrived at and the work value will be assessed by multiplying the quantities with the IIMB agreed rates.
- VI.G** **The maximum amount of works awarded to the enrolled bidders under the term contract will be maximum up to an upper limit of approximately Rs 15,00,000/- (Rupees Fifteen lakhs only)**
- VI.H** **Value of works to be awarded will be distributed equally among all the enrolled bidders.**
- VI.I** Different work orders will be issued while awarding each work based on requirement.

The bidder shall abide by the rules laid down by IIMB from time to time.

VII - OTHER CONDITIONS:

- VII.A** Bidders who are debarred/ blacklisted in other utilities in India will not be considered. The bidder shall submit the certificate to the effect that the bidder is not blacklisted by any Central / State Government organization / DGS&D / NCCF / Kendriya Bhandar / PSU during the last three years. Certificate should be given in the bidder's company letterhead.
- VII.B** The bidder should provide information regarding any current litigation in which the bidder is involved.
- VII.C** In the event of the tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of the firm, above their full names and current addresses, or, in their absence, the tender must be signed by a person holding Power of Attorney on behalf of the bidder concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender. Certified true copy (attested only by Gazetted Officer) of the partnership deed, full names and current addresses of all the partners of the firm must be enclosed along with the tender submitted by the partnership firm. The Partnership Deed must have been entered into before the date of notification.
- VII.D** If the application is made by a limited company or a Limited Corporation, it shall be signed by duly authorized person holding the power of attorney and the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.
- VII.E** The bidder applying as a partnership firm or a company or a joint venture or any other bidder/organization should have the similar work experience in its own name.
- VII.F Consortium / MOUs will not be considered.**

VIII - GENERAL CONDITIONS OF CONTRACT:

- VIII.1.** Only the item rates will be binding on the bidder throughout the contract, but not the quantities in any case.
- VIII.2.** The tender is restricted to only Bangalore based bidders to ensure that bidders are available immediately on call basis, to execute the work without any hindrance, by immediately mobilizing the men and material.
- VIII.3.** Sub-letting of the work is not allowed in any case.
- VIII.4.** The bidders would be pre-qualified based on their credentials submitted in the Technical Bids.
- VIII.5.** The price bids of the pre-qualified bidders will only be opened.
- VIII.6.** After opening of price bids, the unit rates quoted by the bidders will be compared, lowest unit rate quoted by each bidder to each item will be extracted and a new rate will be arrived at which will be IIMB agreed rate. A new BOQ will be prepared based on the IIMB agreed rates and it will be the final BOQ. The bidders whose price bids will have been opened will be negotiated for accepting the final BOQ.
- VIII.7.** After the finalization of lowest rates for each item of works, the rates will be kept constant for a period of one year.
- VIII.8.** After due negotiation and acceptance of rates by the bidders, the record of negotiation and acceptance from the agencies will be documented which forms the part of contract.
- VIII.9.** The general terms and Conditions of Contract and technical specifications for all the civil works adopted shall be applicable for the term contract.
- VIII.10.** IIMB / Institute / Employer means Indian Institute of Management Bangalore.
- VIII.11.** The expression "Bidder" shall mean the Contractor / Firm / Agency / Tenderer who submits the tender for the services and shall include the successors and permitted assigns of the Bidder.
- VIII.12.** The expression "Bidder" shall mean the Bidder selected by the owner for the performance of the subject services and shall include the successors and permitted assigns of the Bidder.
- VIII.13.** "Contract" shall mean the contract for the services and shall include the entire tender document, Minutes of Pre-Bid Meeting, Addendum/Corrigendum/any other Additional Information, Replies given to the bidders' clarifications, the General Conditions of Contract, Special Conditions of Contract, the Letter of Acceptance, and the accepted percentages (Price Bid).

- VIII.14.** No legal proceeding(s) and / or Industrial dispute(s) claiming wages or any other payment from or employment with the principal employer have been initiated by any present employee or previous employee of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership bidder). This will have to be supported by an appropriate Declaration in the form of an Affidavit which if found to be false, in that case IIMB reserves the right to terminate the contract or take action as deemed fit, in the overall interest of IIMB and the decision of Director IIMB in this regard shall be final and binding.
- VIII.15.** All the Tenders shall be prepared and submitted in accordance with the Instructions given in this document. This tender notice shall be deemed to form an integral part of the contract to be entered for this work.
- VIII.16.** Tenders shall be submitted in the prescribed form. No Tender Document will be considered which is not as per the prescribed form and does not bear the bidder's signature and seal at the bottom of every page of the Tender Document.
- VIII.17.** Under no circumstances will a father and his Son(s) or other close relations who have business dealing with one another be allowed to participate in the Tender Document for the same contract as separate competitors. Breach of this condition will render the Tender Document of both parties liable for rejection.
- VIII.18.** The bidders are advised to visit the site and inspect the documents pertaining to the work if any, by taking prior appointment with the Accepting Officer. Bidders shall be deemed to have full knowledge of all the relevant documents, site etc., whether they have inspected the documents and visited the site or not. The cost incurred in visiting the site will have to be borne by the bidder only.
- VIII.19.** The submission of a Tender Document by a bidder implies that he has read this notice and the conditions of contract and has made himself aware of the scope and specifications of the work to be done, and local conditions and other factors bearing the execution of the work.
- VIII.20.** Bidders must be very careful to deliver a bonafide tender failing which, the Accepting Officer at his absolute discretion shall reserve the right of forfeiting a part or full amount of the Earnest Money Deposit. Such tender must satisfy each and every condition laid down in this notice.
- VIII.21.** The successful bidder, after award of the contract, must produce the **Agreement on a Stamp Paper within 15 days of award of contract.**
- VIII.22.** The bidder hereby agrees that the amount to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against IIMB in respect of any proprietary rights or copyrights on the part of any other party. The bidder shall indemnify and keep indemnified the IIMB against any such claims and against all

cost and expenses incurred by the IIMB in defending itself against such claims.

- VIII.23.** In case, the successful bidder fails to furnish the acceptance to the Work Order and enter into Agreement within the schedule time after issue of Work Order and fails to deploy the required manpower at IIMB, the contract will be terminated with a written notice of thirty (30) days and PEMD will be forfeited.
- VIII.24.** Release of final payments and retention money (if any) outstanding on expiry or Completion of the contract including extended period shall be subject to the Bidder furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Bidder pursuant to the contracts to work within the premises of IIMB.
- VIII.25.** Whenever the Engineer-in-charge of the work feels it necessary and advises the bidder for production of bills for any materials whatsoever procured / purchased by the bidder for use and incorporation in the work, the bidder shall produce such bills in proof of such purchase / procurement from bonafide dealers/manufacturers. Such a demand for production of bill can be made by the Engineer-in-charge even after use and incorporation of such materials in the work, after clearance by the Engineer-in-charge for the quality of the materials. In the event of such a demand by the Engineer-in-charge for production of bills, the bidder shall not use and incorporate such materials in the work without the prior clearance in writing from the Engineer-in-charge. In case, the bidder fails to produce the bills or uses / incorporates the materials in the work against which bills are advised to be produced, without prior clearance of Engineer-in-charge, no payment against any work under the contract executed by the bidder shall be made.
- VIII.26.** The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into contract and must examine the entire tender document, inspect the site of the work and acquaint himself with all the information about scope and specifications of the work to be done, all his obligations under the contract, local, hydrological and climatic conditions, local and statutory/ Govt. rules and regulations, all other local conditions, means of access to the work, security requirements, restrictions in entry to the Project site, conditions of site of work, nature of the work and all matters pertaining thereto.

IX - WORKMEN COMPENSATION INSURANCE:

IX.A The contractor shall, at his expense, see that the staff deputed by them under this contract are covered under Employees State Insurance Act, as applicable to staff.

IX.B In respect of such staff who are not covered by the Employees State Insurance Act as stated above, the Contractor shall at its expense, carry during the terms of this agreement Workmen compensation insurance as required under the Workmen Compensation Act, 1923.

IX.C In the event of the Contractor's failure to maintain any of the insurance coverage provided herein above, Client may obtain such policies and deduct the cost thereof from any money due or which may become due to Contractor.

IX.D In the event of any damage to the work, whether or not subject to insurance coverage described herein above, the Contractor shall, at his sole cost and expense, proceed with due diligence to rebuild and repair the work so damaged. If such damage was caused by casualty or other reason beyond the fault or reasonable control of the Contractor, then the Contractor shall be entitled to an extension of time for completion of the work as determined by the Client, provided however, that in no event shall the contractor be entitled to any additional compensation or monies in connection therewith, including without limitation, any shortfall or deficiency in amounts finally paid by any insurer.

IX.E IIMB shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person on the Bidder's side. The Bidder shall indemnify and keep indemnified IIMB against all such damages and compensation, and against all liability, claims, proceeding, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

IX.F Insurance and indemnity requirements:

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold Client, including directions, agents, contractors and employees, harmless from and against any and all claims, demands, liabilities, obligations, penalties, fines, actions, causes of action, judgments, damages, losses, costs or expense (including reasonable attorney's fees) with respect to, or directly or indirectly arising out of, resulting from or related to (in whole or in part) the performance of the work (including, without limitation, all property damage, bodily injury, death and personal injury arising there from) Contractor further acknowledges and agrees that the foregoing obligation of Contractor shall extend to any claims, demands, liabilities, obligations, penalties, fines, actions, causes of action, judgments, damages, losses, costs or expense (including attorney's fees) related to any defects in or non-conformance of the work or caused by any employee of the Contractor.

- IX.G** Insurance against accident or injury to Workers: IIMB shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person or any Sub-Bidder. The Bidder shall indemnify and keep indemnified IIMB against all such damages and compensation, and against all liability, claims, proceeding, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- IX.H** If the Bidder has a blanket insurance policy for all his works and the policy covers all the items to be insured under this Contract, the Bidder may assign such policy/ policies in favour of Indian Institute of Management Bangalore, in lieu of taking out fresh policies in the name of Indian Institute of Management Bangalore.

X - ARBITRATION:

- X.A** Except where otherwise provided for in the contract, all question and disputes relating to the meaning of the specifications, designs, drawing and instruction herein before mentioned and as to quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or the conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director if the Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director willing to act as such arbitrator. The arbitrator to whom the matter is originally referred being transferred or vacating his Office or being unable to act for any reason such Director / aforesaid at the time of such transfer, vacation of Office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- X.B** Subject to as aforesaid the provision of the Arbitration & Conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this Clause.
- X.C** It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.
- X.D** The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- X.E** The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Bidder shall be withheld on account of such proceedings.
- X.F** The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties / fixing date of the first hearing.
- X.G** The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- X.H** The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.
- X.I** The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.
- X.J** Applicable Law and Jurisdiction: This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Bangalore, India.
- X.K** Any dispute arising out of or in connection with this agreement or that which may arise in future will be resolved by taking recourse to mutual settlement in the first instance, failing which the dispute will be subject to *Bangalore* jurisdiction only. The Estate Office is entitled to withhold payments due to the contractor in case of dispute till it is resolved.

XI - TERMINATION OF CONTRACT:

XI.A In Case Of Death:

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

XI.B In Case Of Bankruptcy:

Without prejudice to any of the rights or remedies under this contract, if the Bidder is declared bankrupt under Bankruptcy Act by the Court of Law, the Accepting Officer shall have the option of terminating the contract upon thirty (30) days' written notice, without any compensation to the Bidder. IIMB shall have the right to get the work completed by itself, or through any other bidders or agency at the cost and risk of the bidder in interest, damages etc. as aforesaid. The Bidder shall solely be responsible for protecting and securing such property.

XI.C In case of Insolvency:

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

XI.D In Case Of Non-Performance:

In case, the performance of the staff employed by the contractor is not found satisfactory, the accepting officer has the right to terminate the contract upon thirty (30) days' written notice, without any compensation to the contractor. In this case, IIMB will have the right to get the work done through other bidders at the risk and cost of the contractor.

XI.E Cancellation of contract for bidder default:

Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in the state after a reasonable notice from EIC.

In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work, with due diligence and continues in that state after a reasonable notice from Engineer-in-Charge.

Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued thereunder, or Fails to complete the work, work order and items of work with individual dates for completion and clear the site on or before the date of completion.

The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to IIMB, cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a

whole or in part under this condition, he may get completed the work at the Contractors risk and cost, provided always that in the event of the cost, of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the IIMB. If the cost of completion exceeds the money due to the Bidder under this contract, the Bidder shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Bidder by other means.

In case IIMB completes the work or any part thereof under provisions of this condition the cost of such completion to be taken into account for determining the excess cost to be charged to the Bidder under this condition, it shall consist of the cost of materials purchased / and / or labour provided by IIMB which on addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-Charge whose decision shall be final and conclusive.

XI.F foreclosure of contract for administrative reasons:

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

XII - PAYMENT TERMS:

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

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

The contractor should take the entry seal from the Entry Gate Security. Delivery challan along with Invoice with seal and sign of security.

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

The bill will be checked, certified, and sent to Accounts Section for processing the same for payment.

The payment will be made online to the bank details provided by the contractor, within thirty (30) working days after submission of the undisputed invoice (RA Bill).

To ensure uninterrupted payment of bills, the contractor should update his bank details, the business details regarding the changes if any.

On receipt of the Final payments, the Contractor shall furnish a "No Demand Certificate" to IIMB in the format prescribed by or acceptable to IIMB.

XII.A. Running Account Bills (RA Bills):

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

Memorandum of Payment:

- a. Total value of work done -----
- b. Deduct total value of the work done upto previous bills ---
- c. Deduct for Income Tax ----- as per Statutory rules
- d. Deduct for Material advance paid if any. -----
- e. Deduct for Mobilisation advance with interest, if any. -----
- f. Deduction of Electricity & water charges supplied, if any---
- g. Any other dues recoverable by IIMB from the Bidder under the present or any other contract.-----

During the progress of work of each contract the bidder shall prefer claims giving details of work done, rate and value to the Engineer-in-charge. These claims are

called RA bills and RA bill payments will be normally made once in a calendar month. These bills will be checked by the Engineer-in-Charge with reference to either the percentage of the value of work done or on the basis of actual measurements wherever available and recommend payment of the bill with due adjustment for recoveries and RA bill payment (including material advance) effected.

XII.B. Pre-Final Bills:

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

XII.C. Final Bill:

On completion of the work, the complete measurements are recorded in measurement books and accepted by the bidder. There upon a final bill shall be submitted by the bidder within ONE MONTH from the date of completion of the work. A 'NO DEMAND CERTIFICATE' against IIMB under the contract.

XII.D. Adhoc payments:

If payment for final bill could not be arranged within 6 months from the date of the completion of the contract for reasons other than undue delay in submitting the final bill by the bidder, the Accounts Department of the Division will make an adhoc payment against the final bill, based on the recommendations of the Engineer-in-charge. The following guidelines may be adopted while making such adhoc payment.

- a) Such payment should normally exceed 95 % of the final bill value.
- b) All conditions of the contract and recoveries to be affected should have been taken care of in the final bill.
- c) If a bidder has no other contract concurrently running in the Division. Adhoc payment need not be made. Instead, the final bill should be expedited and paid at least within six months from the date of completion of the contract.

XII.E. Penalty for delay in execution:

In case of failure on the part of Bidder to complete the work and clear the site on or before the time stipulated in the contract or the extended date / period of completion, the Bidder shall, without prejudice to any other right or remedy of the Company on account of such breach, pay penalty as compensation @ **1.0 %** per week on unfinished work/balance work upto a maximum of **10 %** of the value of work order.

The amount of compensation may be adjusted or set off against any sum payable to the Bidder under this or any other contract with IIMB.

If the bidder makes good the shortfall on works within the stipulated time or extended time of completion, penalty may be refunded on receiving written application from the bidder.

XII.F. Measurements of Work Done:

Engineer-in-Charge shall, except as otherwise provided, ascertain, and determine by measuring the value in accordance with the contract of work done.

Measurement of all items having financial value shall be entered in Measurement book and / or level field book so that complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the bidder or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the bidder or their representative in token of their acceptance. If the bidder objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the bidder or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge on his representative, the Engineer-in-Charge and the Department shall not entertain any claim from bidder for any loss or damages on his account. If the bidder or his authorized representative does not remain present at the time of such measurements after the bidder or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Bidder.

The bidder shall without extra charge, provide all assistance with every appliance, labour and other things necessary to measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then mutually agreed method shall be followed:

The bidder shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in -charge of the work who shall within the aforesaid period of seven days inspect the work and if any work shall be covered up and placed beyond the reach of measurement without such notice having been given to the Engineer-in-Charge's consent being

obtained in writing the same shall be uncovered at the Bidder's expense, or in default thereof no payment or allowance shall be made to such work or the materials with which the same was executed.

Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

XII.G. Computerized Measurement Book:

Engineer-in-Charge shall, except as otherwise provided, ascertain determine by measurement, the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the bidder and compiled in the shape of the Computerized Measurement entered by Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the bidder or his authorized representative from time to time, during the progress of the work, shall be got checked by the bidder from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the bidder for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the bidder or their representatives in token of their acceptance.

Whenever bill is due for payment, the bidder would initially submit draft computerized measurement sheets and these measurements would be got checked in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks.

The final, fair, computerized measurement book given by the bidder, duly bound, with its pages numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is notice, the bidder shall have to submit a fresh computerized MB with its pages duly numbered and bound, after getting the earlier MB cancelled by the department. The bidder shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The bidder shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The bidder shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The bidder shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking the measurement of any work in order that the same may be checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Bidder's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by bidder and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

XII.H. Procedure For Submission Of Bills

- XII.H.1 Within 30 days of successful completion of the work against any work order issued under this work, the contractor will have to submit bill to the Engineer-in-charge for verification and payment.

- XII.H.2 Measurements shall be in RFT / SQFT / Nos. system or as mentioned in schedule of work and respective bills as per the work order issued under work shall be prepared and submitted by the contractor for payment based on joint measurement.
- XII.H.3 The Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible to be adjusted.
- XII.H.4 If the contractor does not submit the bill within the time fixed aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare the bill. This shall be done at the cost of the contractor and the failure of the Contractor to participate and countersign the measurements shall foreclose his right to challenge them at any stage thereafter.

XII.I. Taxes & Duties:

The quoted percentage shall include all on the transaction between the bidder and IIMB.

GST shall be paid to the Bidder as charged in the Bills raised by the bidder subject to proof of payment of GST to the department. The bidder shall obtain registration under the Goods and Services Tax Act and furnish the GST registration number. In case of failure to furnish the GST Registration document, the GST will not be reimbursed.

XII.J. TIME AND EXTENSION FOR DELAY:

The time allowed to execution of the Works as specified in the Schedule "A" or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule "A" or from the date of handing over of the site whichever is later. If the Bidder commits default in commencing the execution of the work as aforesaid. Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

As soon as possible after the Contract is concluded, the Bidder shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of between the Engineer-in-Charge and the Bidder within the limitations of time imposed various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Bidder with the limitation of the imposed in the Contract documents, and further to ensure good progress during the execution of the work, the bidder shall in all cases in which the –in which the time allowed to any work, exceeds one month(save for special jobs for which a separate

program has been agreed upon)complete the work as per mile stone given in Schedule "A".

XII.K. If the works be delayed:

- i. Force majeure, or
- ii. Abnormal bad weather, or
- iii. Serious loss or damage by the, or
- iv. Civil commotion, local commotion of workmen, strike or lookout, affecting any of the trades employed or the work, or
- v. Delay on the part of other contractors or tradesmen engaged by /Engineer-in-Charge in executing work not forming part of the Contract, or
- vi. Non-availability of stores, which are the responsibility of Government to supply/or
- vii. Non-availability or break down of tools and Plant to be supplied or supplied by Government or
- viii. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Bidder's control.

Then upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to the Engineer-in Charge but shall nevertheless use constantly his best and endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

Request to rescheduling of milestones and extension of time, to be eligible to consideration, shall be made by the Bidder in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Bidder may also, if practicable, indicate in such a request the period of which extension is desired.

In any such case the Engineer-in-Charge may give a fair and reasonable extension of time and reschedule the milestones to completion of work. Such extension shall be communicated to the Bidder by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the bidder to extension of time shall not be a bar for giving fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the bidder.

In such case the Accepting Officer may grant fair and reasonable extension in the completion dates of individual items or work for which the separate period of completion is mentioned in the contract documents or work order as applicable. Upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to Engineer-in-Charge but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer-in-Charge to proceed with the works extension of time as granted above shall be communicated to the Bidder by the Engineer-in-Charge in writing and shall be final and binding.

No claims in respect of compensation or otherwise, however, arising as a result of extension granted shall be admitted.

XII.L. Extension Of Time:

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

XII.M. FORCE MAJEURE:

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by IIMB or the Bidder shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earth quake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, order or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- XII.M.1 Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance, if not covered under insurance.
- XII.M.2 The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- XII.M.3 In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this, clause the decision of the Engineer shall be final and binding.
- XII.M.4 If the bidder is foreclosed under this clause, the Bidder shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.
- XII.M.5 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

XIII - SCOPE OF WORK

- XIII.A** Scope of work contained in the paragraphs mentioned below is only indicative and not exhaustive. In addition, the contractor shall be responsible for executing all items required for completing the work as per direction of Engineer-in-charge. The price quoted shall include all the items and covers all details as may be required to meet the purpose and intents of the contract.
- XIII.B** Time will be the essence of the contract and the Bidder is to complete the whole of work in the time stated in the tender, subject to the schedule of conditions.
- XIII.C** Site clearance, demolition works, earthworks, temporary works, traffic diversion, barricading the construction site, utility shifting and all ancillary works deemed necessary for the carrying out of works.
- XIII.D** The Contractor shall co-ordinate and interfaces his works with that of all other departments, subcontractors, utility services, statutory authorities, etc. and achieve the completion of the Works to the satisfaction of the Engineer.
- XIII.E** **The Contractor shall make good all works including road surfaces, drains, concrete slabs, gratings, kerbs, pavements, turfing, railing, fence, boundary wall, etc. affected or damaged during the course of work , to the satisfaction of the Engineer. The costs of making good all these defects shall be borne solely by the Contractor and deemed included in his Contract Sum.**
- XIII.F** All works specified shall include the provision of all labour, tools, equipment, material, traffic control, transport and everything else necessary for the satisfactory completion of the Work by the Contractor to the satisfaction of the Engineer.
- XIII.G** Details given in document are for information purpose only and successful bidder shall undertake confirmatory surveys for accuracy and completeness of data.
- XIII.H** The Engineer-in-Charge shall have power at any time to inspect and examine any part of the works at the site of execution and the Bidder shall give such facilities as may be required to be given for such inspection and examination.
- XIII.I** Should the Engineer-in-Charge consider, at any time during the construction or reconstruction or prior to the expiration of the maintenance period, that any work has been executed with unsound imperfect or unskillful workmanship or of a quality inferior to that contracted for, or not otherwise in accordance with the contract (in respect whereof the decision of the Engineer-in-Charge shall be final binding and conclusive), the Bidder shall on demand in writing from the Engineer-in-Charge specifying the

fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may require, at his own expense to the entire satisfaction of the Engineer-in-charge, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in its demand aforesaid, IIMB may carry out the work by other means at the risk and expense in all respects of the Bidder. However, the liability of the Bidder under these conditions shall not extend beyond the maintenance period except as regards workmanship which the EIC shall have previously given notice to the Bidder to rectify.

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

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

XIII.L The works in General shall be carried out as per latest Government of Karnataka PWD Specifications, (updated with up to last date of submission of tender) unless otherwise specified in the nomenclature of the individual item or in the particular specifications of concerned items of works. For items not covered under Specifications with correction slips or those specifications that are not given in the technical specifications appended or not incorporated in the nomenclature of the individual item, all Civil work shall be done as per following specifications or as per approval of Engineer-in-charge:

- i) Government of Karnataka PWD Specifications,
- ii) CPWD Specifications

XIV. SPECIAL CONDITIONS OF CONTRACT

XIV.1. THE FOLLOWING BRANDS ARE APPROVED BY IIMB AND THE SAME ARE TO BE ADOPTED BY THE CONTRACTOR.

The BRANDS ARE ASIAN PAINTS/BERGER.

OTHER BRANDS ARE NOT PERMITTED WITHOUT PRIOR APPROVAL.

XIV.2. Detailed technical specification for painting work with respect to materials & workmanship and mode of measurements will be as per IS codes and CPWD specifications, unless mentioned otherwise.

XIV.3. All painting material to be used should be of Premium/first quality. The Contractor has to get all the material enlisted by the Security (quantity bought to site should be clearly written on the letter Head and obtain Seal and Signature of the IIMB Security before use at Site) bought to site for each work of painting carried out by the Contractor. The same must be produced upon demand from the Engineer in-charge of work.

XIV.4. Consumption of Paint as per Manufacturer's Specification must be adhered to, at the Site.

XIV.5. Any quantum of Paint Consumed less than that as specified by the Manufacturer shall attract Penalty from IIMB. There should be proper time gaps (at least 4 hours) between two coats of paint to ensure drying of first coat of paint.

XIV.6. The Contractor must take necessary Safety precautions while executing the Painting and Maintenance Works. Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.

XIV.7. The Contractor has to execute the Painting and Maintenance Works as per instructions of IIMB at immediate Notice. No time would be allotted for mobilization etc. as certain Painting requirements would have to be taken on a war footing basis based on the requirements of IIMB.

XIV.8. During external Painting of Buildings, the Contractor must take all necessary precautions and ensure smooth flow of work. Further necessary Safety precautions as applicable time to time would be ensured by the Contractor.

XIV.9. Contractor will arrange proper ladders, scaffolding and jhoolas (for painting at higher levels) at his own cost and will take all safety measures like safety belts, extra labour to hold ladders/Jhoolas etc. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by IIMB engineer and in such cases, contractor will be solely responsible for delay and its consequences thereof.

- XIV.10.** Minor repairs (like repairing broken edges of walls, filling depressions etc.) with POP/wall care putty) will be carried out by contractor before starting painting work, at no extra cost. Same will be accounted for in his quoted rates.
- XIV.11.** Contractor's job will also include removing of all debris arising in the process of painting including washing of floor, etc. to remove stains of paint, at no extra cost.
- XIV.12.** IIMB reserves the right of allotting painting job from time to time based on the requirements, urgency, Specific needs of the Organization, etc from time to time. The Contractor has no bearing on the same whatsoever.
- XIV.13.** The Personnel deployed by the Bidder will be the employees of the Bidder in all respects. The INSTITUTE will not accept any responsibility whatsoever in regard to the personnel provided by the Bidder. The bidder shall fully indemnify INSTITUTE in this respect.
- XIV.14.** The Bidder shall have to provide facility for inspection of its office, works and documents to the inspecting team of INSTITUTE and shall cooperate / assist in providing any other details if necessary.
- XIV.15.** The selected bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The Institute, shall in no way, be responsible for settlement of such issues whatsoever. The Institute shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing bidder in the course of their performing the functions/duties, or for payment towards any compensation.
- XIV.16.** All charges / compensations on account of damage, loss, theft, or accident are to be paid by the bidder and he shall be solely responsible for making payments to claimants.
- XIV.17.** The quality test as stipulated in the tender document or elsewhere deemed necessary by the engineer in charge as per IS shall be carried out at bidders cost and testing report needs to be submitted before the submission of bills
- XIV.18.** General Conditions, Special Conditions of contract, Tender Notice, Instructions to Bidders together with Technical Specifications, BOQ will form part of the contract. Should there be any discrepancy between the provision in the Bill of Quantities & drawings the former shall be deemed to take precedence there over.
- XIV.19.** The works, the subject of the contract, specified and provided for, or that may be necessary to be done to form and complete any part thereof, shall be executed and completed in the best and most substantial manner, with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specification, or as referred to and represented by the drawings and memorandum thereon/or as referred to by any of the said further drawings, instructions and directions, and shall be to the full satisfaction of the Engineer.

- XIV.20.** The Engineer shall have full liberty at all reasonable times to inspect and examine the works, materials and workmanship which to him, may appear defective, unfit or improper for the several purposes to which they are applied, or intended to be applied, or are not in accordance with the specifications of the said drawings, memoranda instructions or directions respectively and every such time reject any or all of such works, materials and workmanship.
- XIV.21.** In the event of any accident or failure occurring in or on the works which in the opinion of the Engineer, requires immediate attention either during the construction or during the period of maintenance, the company may, by their own or other workmen make necessary repairs at the expense of the Contractors.
- XIV.22.** The Bidder shall be liable to pay all royalties chargeable on Government Local Bodies or company materials required for the work.
- XIV.23.** All rejected/debris material will at once be removed from the site by the Bidder to such distance as may be desired.
- XIV.24.** The Bidder shall visit the site prior to tender, as no claims will be allowed on the ground of ignorance of the conditions under which work shall be executed.
- XIV.25.** The Bidder is to keep all persons under his control and within the boundaries of the site, and he will be held responsible for the care of the works generally until their completion including all works executed and materials deposited on the sites by himself or suppliers, together with all risks arising from weather, carelessness of apprentices, damage or loss by thefts or by any other cause and is to allow for all necessary watching and protective lighting.

XVI COMPLIANCE WITH THE LATEST LABOUR LAWS:

- XVI.A** The bidder shall comply with the latest labour laws and codes. Wage Code, Social Security Code ,Occupational Safety Health Code ,Industrial Relations Code
- XVI.B** The Bidder shall obtain a valid labour license under the Contract Labour (Regulation and Abolition Act, 1970 and the Contract Labour (Regulation & Abolition) Rules, 1971 (If applicable).
- XVI.C** The Bidder shall also comply with the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, the Payment of Gratuity Act, 1972, the Payment of Bonus Act, 1965 and Maternity Benefits Act, 1961 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- XVI.D** The Bidder is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. The Bidder shall maintain all the statutory registers required under Labour Laws. The Bidder shall also produce these records on demand by IIMB. If he fails to do so, his failure will be a breach of the contract and IIMB may at its discretion cancel the contract without prejudice to any other action under the law and contract. The Bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Acts.
- XVI.E** IIMB shall have the right to deduct from the money due to the Bidder, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract or the benefit of the workers, non-payment or of deduction made from their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- XVI.F** The Bidder shall pay wages not less than fair wages to labourers, workmen engaged by him on the work fair wage means wage for the various categories of labour workmen fixed from time to time by the Labour.
- XVI.G** The Bidder shall employ labour, in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the specification and to the satisfaction of the EIC. The Bidder shall remain liable for the payment of all wages or other money to his work people or employees under the Payment of Wages Act, Employer liability Act, workmen's compensation Act, ESI Act or any other Act or enactment relating there to and rules framed there under from time to time. The Bidder shall engage labour only on and during the hours of working day unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the IIMB.

IV. SAFETY CONDITIONS:

1. General:

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

2. Scaffolding:

Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

3. Guard Railing in Scaffolding / Staging / Platforms:

Scaffolding or staging more than 3.25 meters above the ground floor or floor swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be so fastened as to prevent it from swaying from the building or structures.

4. Working Platform / Gangway / Stairway:

Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairways is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced provided with guard rail as described in 2 above.

5. Access to working platforms and other working places:

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 5 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm. for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm. for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

6. Hoisting Machines:

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

Those shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order. Every rope used in hoisting or lowering materials or as a

means or suspensions shall be of durable quality and adequate strength, and free from patent defects.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.

7. Demolition works:

Before any demolition work is commenced and also during the process of the work:

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by Bidder shall remain electrically charged.
- c. All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- d. All blasting materials shall be stored and handled as per guidelines of relevant authorities.

8. Barricades:

i. Bidder shall erect and maintain barricades required in connection with his operation to guard or protect:

- a. Excavation / Hoisting / Lifting areas
- b. Slab Openings
- c. Areas adjudged hazardous by Bidder's or Engineer's Inspection.
- d. Existing property subject to damage by Bidder's operations.

ii. Bidder's employees and those of his sub-Contractors shall become acquainted with IIMB / Engineer's barricading practice and shall respect the provisions thereof.

9. Prevention of Fire and Protection:

All combustible waste materials, wood scaling, soiled rags, etc. should be removed daily and burned in suitable areas.

Fire, welding, and flame cutting should not be permitted in combustible areas. Fires and open flame devices should not be left unattended.

Smoking should be prohibited in all flammable material storages, viz. carpentry, paint shops, garages, service stations, etc. "No Smoking" signs should be posted on all such areas.

Accumulation of flammable liquids on floor, walks, etc, should be prohibited. All spills of flammable liquids should be cleaned up immediately.

Flammable liquids, lubricants, etc. should be handled and transported in safety containers and drums which can be kept tightly capped.

Petrol or other flammable liquids with a flash point below 100 Deg F should not be used for cleaning purposes.

Fire extinguishers & fire buckets, painted red, should be provided at all fire hazardous locations. Extinguishers should be inspected, serviced & maintained in accordance with manufacturer's instructions. The inspections should be evidenced by notations on the tag attached to the extinguisher.

Handling of Hazardous materials shall be as per statutory regulation.

10. Electrical Equipment:

All temporary and permanent electrical installations, power distribution and supply required for execution of Work shall be carried out conforming to existing industrial and domestic safety rules and regulations.

11. Protective equipment / gears:

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

- Workers employed on mixing cement concrete shall be provided with protective footwear & protective goggles, hand gloves of polythene type.
- Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- Those engaged in welding works shall be provided with welders protective eye-shields.
- The following safety equipment should be provided to workers as required and their use enforced. Rubber boots; hard toe protective safety boots; hard hats & helmets, safety belts; goggles for stone/concrete cutters., gas welding aprons, respirator shields, manila ropes and slings for life lines, gloves, flash lights, battery lamps, safety nets, boatswains chairs, helmets, life and ring buoys.

Items of personal wear should be maintained in serviceable condition and should before being reissued to other employees or returned to stores to be cleaned, sterilised, inspected and repaired, if necessary.

Loose and frayed clothing, hand rings, loose watch chains, etc. should not be worn around moving machinery or other sources of entanglement.

12. Other Safety Measures:

Every receptacle used for raising or lowering stones, bricks, tiles, slates, or other subjects should be enclosed, constructed or designed so as to prevent the accidental fall of such objects.

All gears, tools, goods or loose material should be properly loaded into the bucket or receptacle in which they are being raised or lowered. If necessary, they should

be properly secured, or effective precautions should be taken to prevent their fall.

No timber or materials with projecting nails should be used in any work because they can be a source of danger to people.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Bidder shall provide all necessary fencing and lights to protect public accidents and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglects of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Bidder be paid to compromise any claim by any such person.

Adequate Safety Precautions shall be taken by the Bidder to ensure the Safety of the workmen engaged by him.

13. First Aid Injuries:

- i. Bidder shall maintain first aid facilities for his workmen. First aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person who should be readily available during the working hours.
- ii. Bidder shall make adequate arrangements for ambulance service and for treatment of injuries. Names of those providing these services shall be furnished to IIMB prior to start of constructions and their telephone numbers shall be prominently posted in Bidder's field office.

14. Maintenance:

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

15. Enforcement:

To ensure effective enforcement of the rules and regulations relative to safety precautions, arrangements made by the Bidder shall be open to inspection by the Engineer or his representatives and the Inspecting Officers.

16. Displays:

These safety provisions shall be brought to the notice of all concerned by display on a notice board at prominent places at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Bidder.

17. Work permits:

The bidder shall at his own cost and responsibilities follow all the safety rules and regulations and safety codes such as: -

**IS codes
(Latest
Revisions)****As applicable to the relevant work**

3696-1987	Safety code for scaffolds and ladders.
4014 (part 2) 1986	-Safety regulations for steel tubular scaffolding
3764-1966	Safety code for excavation work.
4081-1986	Safety code for blasting and related drilling operation.
4130-1976	Safety code of demolition of building.
4138-1977	Safety code for working in compressed air
4912-1978	Safety requirements for floor and wall openings, railings and toe board
7969-1975	Safety code for handling and storage of building materials
13415-1992	Safety code for protective barriers in and around the building
13416-(part 2) - 1992	Recommendations for preventive measures against hazards at workplace- fall prevention
5916-1970	Safety code for construction involving use of hot bituminous material.
7293-1974	Safety code for working with construction machinery.

PROFORMA – A

AUTHORIZATION LETTER

(Please submit this letter in your company letterhead at the time of opening of the bids)

To

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

<p>Sub: Establishing of Term Contract for Painting and Maintenance Works at IIMB</p>

This has reference to your above subject.
Mr./Miss/Mrs. _____ is hereby authorized to attend the bid
opening on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Attesting Authority
Bidder

Signature of Authorizing the

Name of Authorizing Authority of the Bidder

PROFORMA – B

ACCEPTANCE OF TERMS AND CONDITIONS

(Please submit this acceptance letter in your company letterhead along with Tender Document)

To

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

SUB: Establishing of Term Contract for Painting and Maintenance Works at IIMB

CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:

I/We have read and examined the Notice Inviting Tender and all its components of the draft agreement to be entered into with the IIMB and understood all other relevant particulars.

I/We are fully qualified to render the service under the said contract and have understood the scope of work, terms and conditions, IIMB time schedule and the percentage of Overhead and Profits will be quoted separately in "**Price Bid**" furnished.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

I/We agree that until a regular agreement is executed, this document with the IIMB written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Bidder

PROFORMA – C

AGREEMENT WITH THE BIDDER

(To be executed On Non Judicial Stamp Paper of the value of Rs. _____
within 15 Days of Acceptance Letter)

AGREEMENT

Articles of Agreement for "**Establishing of Term Contract for Painting and Maintenance Works at IIMB**" at the Indian Institute of Management Bangalore" ("Agreement") is executed on the <Insert Present date> day of _____ Two Thousand And Twenty,

Between

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

And

_____, an organization duly incorporated under the applicable laws of India and having its office _____, represented by its Proprietor _____ hereinafter called the "Contractor" (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **Other Part**.

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

Whereas

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

- The Contractor, being the successful contractor has been issued the Work Order dated _____ bearing _____ number _____.
- IIMB and the Contractor agree to bind themselves on the terms and conditions hereinafter mutually agreed to.

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

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

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

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

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

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

4. Obligations of Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

14. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

For IIMB

For Contractor

Witnesses:

1.

2.

Witnesses:

1.

2.

PROFORMA – D

UNDERTAKING LETTER

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

To

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

Sub: Establishing of Term Contract for Painting and Maintenance Works at IIMB

Dear Sir,

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

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

Signature & Name of the Bidder

PROFORMA – E

DETAILS REQUIRED FROM THE BIDDERS

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

1. Please quote your PAN/GIR No.
[Enclose the copy of the certificate issued by Income Tax Authorities]
2. Please quote your ESI No.
[Enclose the copy of certificate issued by ESI Authorities]
3. Please quote your PF No.
[Enclose the copy of certificate issued by PF Authorities]
4. Please quote your GST Registration No. [Enclose the copy of certificate issued by the Authorities]

PROFORMA – F**VENDOR BANK DETAIL FORM**

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

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

Dear Sir,

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

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

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the

transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold IIMB responsible.

Please find enclosed a cancelled cheque for your reference.

Authorised Signatory:

Name:

Designation:

Date:

Signature attested by banker –

Signature

Name:

Designation:

Date:

PROFORMA – G

DECLARATION LETTER

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

To

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

Sub: Establishing of Term Contract for Painting and Maintenance Works at IIMB
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Dear Sir,

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

I have read and understood all the contents of the entire Tender Document Part A from page 1 to 48 and Part B 3 sheets to the best of my knowledge. I do hereby accept all the Terms and conditions laid down in the said Tender document and will abide by the same on acceptance and award of work.

Yours Faithfully,

FOR M/s_____

PROFORMA - H

LITIGATION DETAILS (COURT CASES/ARBITRATION)

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

Year Name of the work

Name of the Client, with Address

Title of the court Case/Arbitration

Detail of the Court/ Arbitrator

Status Pending/ Decided

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

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

Signature and seal of Authorized Signatory of bidder

PROFORMA – I

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

(To be executed and attested by Public Notary / Executive Magistrate on Rs.100/- non-judicial stamp paper by the Bidder)

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

OR

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

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

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

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name:

Address:

PROFORMA – J**Details of works Completed during the past five years**

(Attach copy of Completion certificate for documentary support of the same)

Sl. No.	1	2	3	4	5
Name of the work					
Name & Address of the Client					
Contact Person & Tel No. of Clients					
Value of Work & W.O. No					
Completed Value of the work					
Performance / Completion Certificate issued by the client					
Remarks					

Note: Additional sheets may be enclosed if required

Seal and signature of the Agency