



**TENDER DOCUMENT FOR  
ESTABLISHMENT OF TERM CONTRACT FOR  
WATERPROOFING WORKS AT IIMB**

**TECHNICAL BID (PART – A)**

**Tender Document Part A contains Pages from 1 to 46.  
Tender Document Part B contains 3 sheets  
- (i) Main Sheet (ii) Preamble & (iii) Price Bid**

**Telephone: 080-26993294 / 26993360**

**Email: [vasudeva.m@iimb.ac.in](mailto:vasudeva.m@iimb.ac.in)  
[shivakumar.k@iimb.ac.in](mailto:shivakumar.k@iimb.ac.in)**

**INDEX****Subject: Establishing of Term Contract for Waterproofing Works at IIMB****PART - A**

<b>Sl. No</b>	<b>Particulars</b>	<b>Page No.</b>
1.	INDEX	1
2.	e-TENDER NOTICE	2
3.	INSTRUCTIONS TO BIDDERS	3
4.	GENERAL CONDITIONS OF CONTRACT	12
5.	SPECIAL CONDITIONS OF CONTRACT	23
6.	SAFETY CONDITIONS	24
7.	SCOPE OF WORK AND TECHNICAL SPECIFICATIONS	29
8.	PROFORMA	30
9.	ANNEXURE A	46

**PART – B**

1.	MAIN SHEET	1 page
2.	PREAMBLE	4 pages
3.	PRICE BID	2 pages

**This Tender Document contains all the Pages duly read and accepted by Me/Us.**

4<sup>th</sup> August 2022**e-TENDER NOTICE**

e-Tenders are invited from reputed firms for the work of "**Establishing of Term Contract for Waterproofing Works at IIMB**".

<b>P.E.M.D (Rs.) TO BE SUBMITTED ALONG WITH BID DOCUMENT</b>	<b>PERIOD OF TERM CONTRACT</b>	<b>Online Issue of Bid Document</b>	<b>Last Date of Submission of Tender Document and Date of Opening of Technical bid</b>	<b>Date of Opening of Online Price Bid</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
Rs.34,000/-	<b>One Year</b>  <b>Further Extendable for another two years at the whole discretion of IIMB</b>	04-08-2022 to 25-08-2022 from MOE Portal	Submission of Online Tender - Supporting Documents (Technical Bid) and Price Bid: 25-08-2022, 15.00 Hrs  Opening of Online Tender (Supporting Documents) (Technical Bid): 25-08-2022, 15.30 Hrs	Qualified bidders will be auto intimated by MOE Portal.
<b>Pre-Bid Meeting</b>			Date, Time and Venue will be intimated later.	

## **I. INSTRUCTIONS TO BIDDERS**

**I.1. This tender is restricted to Bangalore based bidders only.**

**I.2. Bid Validity: 90 days from the date of opening of Online Price Bid.**

**I.3.** The nature of the tender is Two Bid System i.e. Technical Bid and Price Bid. The Rates are to be quoted only in the Online Closed Price Bid.

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

**I.5. Submission of Tender: Supporting Documents (Technical Bid) and Price Bid shall be submitted online only, in MOE Portal. Tender Document – Part A from page 1 to page 46, Part B 3 Sheets shall be downloaded, read and understood. Hard copy of the Tender Document (in the same format as downloaded – Part A and Part B) shall be submitted with seal and sign on demand from IIMB.**

**I.6. Period of Contract:** The period of Term Contract is initially for ONE YEAR. The contract may be extended every year up to the maximum period of three years under similar rates, terms and conditions of contract at the discretion of IIMB, with due acceptance by the bidder. Extension of contract will be based on performance of the bidder.

**I.7.** The tender notice can be viewed in the following websites:

- (a) IIMB Website: [www.iimb.ac.in/tender\\_notices](http://www.iimb.ac.in/tender_notices)**
- (b) Central Public Procurement Portal (CPP) Portal**

**I.8. The bidders shall download the Tender Document from the below mentioned website during the period mentioned above.**

### **MOE e-wizard portal:**

The bidders shall download the Tender Documents from MOE e-wizard portal <https://MOE.euniwizarde.com> (Technical Bid and Price Bid) by following the below steps.

- a) Go to Published Tender in the MOE e-wizard portal by clicking <https://MOE.euniwizarde.com>.
- b) Click on 'Mark as Interested'. (This step is compulsory for downloading the Documents). Otherwise, the documents cannot be downloaded.
- c) Click on 'Request Tender'.
- d) If 'Mark as Interested' is not selected, the document cannot be downloaded after expiry of the date of issue of tender document and cannot be uploaded also.**

**I.9.** A) Notice Inviting Tender, any corrigenda / addenda issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders if any, form part of the Tender Document.

B) The bidder should check for any of the above (please refer Clause I.9.A) uploaded in MOE 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.

C) The bidder shall download the corrigendum / addendum and submit the same along with a covering letter in the company letter head, either in person or by post with seal and sign on the same, covered in an envelope super scribing on the same, "Name of Work", "Addendum / Corrigendum", To Address and From Address, properly closed and sealed.

D) 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.10.** Any addendum / corrigendum or additional information pertaining to tender will be uploaded on MOE Portal. The bidder should regularly visit the portal for checking the same till the last date of submission of the tender and submit the tender (online) only after checking the addendum / corrigendum / any other additional information uploaded in the websites mentioned above.

If any bidder submits the tender before the due date and any corrigendum / addendum is uploaded in the website after his submission of tender, such bidder shall download the corrigendum / addendum and submit the same along with seal and sign on the same.

**I.11.** 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 Technical Bid OR at the time of pre-bid meeting.

**I.12. PRE-BID MEETING:**

**I.12.A.** Pre-Bid Meeting will be conducted before submission of the Tender. The bidders may send the clarifications to the email ids mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted either offline or online as per the decision of the competent authority of IIMB. The intimation regarding the details of the pre-bid meeting will be provided in the MOE portal.

**I.12.B.** Minutes of the Pre-Bid Meeting will be uploaded on MOE portal. Minutes of the Pre-Bid Meeting forms part of the Tender. The bidder must check for the minutes of the Pre-Bid Meeting before submission of the Tender.

**I.12.C.** 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.13.** This being an item rate Contract, the rate quoted shall remain firm. **The quantity of work is only indicative. Quantity has been arrived based on**

**the work done in previous year. The quantity may vary according to the requirement.**

**I.14.** The successful bidder, after Registration, must produce the following documents, before entering into agreement.

- a. Duly filled-in Indemnity Bond, on the e-Stamp of Rs.100/- if the bidder is not registered with ESI, EPF. (Please see Proforma A)
- b. Tender Document with seal and sign on every page
- c. Proformas required to be submitted in Company letterheads
- d. Supporting documents with seal and sign on every page
- e. Initial Security Deposit @ 2% of the estimated cost to be submitted by MSME/NSIC/UDYAM registered vendors as directed by IIMB

**I.15.** Conditional tenders are liable for rejection.

**I.16.** The bidder shall submit an undertaking stating that no changes, alterations are made in the Tender issued by IIMB, Bannerghatta Road, Bangalore – 560 076 in your company letterhead (please see 'Proforma B').

**I.17.** The bidder shall submit a declaration that he has read and understood the Tender Document Part A from page 1 to page 48 and Part B 3 sheets (please see 'Proforma E').

**I.18.** The Proformas given in this document shall be submitted in the company letterhead, signed with seal and uploaded in the required field in MOE Portal.

**I.19. Term contract will not be restricted to a single contractor. It will be distributed among the three contractors i.e. L1, L2 and L3 as per the procedure explained under Clause II.19 of this Tender Document, based on the requirement. The distribution of work is at the whole discretion of IIMB based on the positive response from the enlisted agencies and their performance and this will be binding on the contractors.**

**I.20.** The schedule of Quantities has been uploaded in MOE Portal, wherein the bidders are required to quote the rates per each item.

**I.21.** If any bidder leaves any cell blank or does not quote any rate or quotes as zero for any of the items, the tender submitted by such bidder shall be rejected summarily.

**I.22.** If any bidder quotes more than or less than 30% of the estimated cost for any or all items, the tender submitted by such bidder shall be rejected summarily.

### **I.23. ESSENTIAL CRITERIA:**

I.23.A. The bidder should attach the **Banker's solvency certificate** for Rs.6,80,000/-.

I.23.B. **Financial position:** Average annual financial turnover (during the last five financial years) ending 31<sup>st</sup> March every year should be Rs.8,50,000/-. IT returns and Audited balance sheets in support of the five years' financial status of the company shall be submitted.

I.23.C. **The bidder should have valid GST Registration. Documentary proof shall be submitted for the same.**

**I.24. After submission of the Technical Bid, the supporting documents will be verified for satisfaction of Essential Criteria. The Documents of only those bidders who satisfy all the requirements of Essential Criteria will be evaluated as per the criteria mentioned under Clause 'Eligibility Criteria'.**

### **I.25. ELIGIBILITY CRITERIA:**

**IIMB will carry out the evaluation of bids of only those bidders who satisfy the essential criteria.**

**I.25.A. Experience:** The bidder should have completed either one / two / three similar works during the last seven years, for the values as mentioned below.

Any one similar work for the value of Rs. 13,60,000/- excluding GST.

Any two similar works for the value of Rs. 8,50,000/- excluding GST.

Any three similar works for the value of Rs. 6,80,000/- excluding GST.

**I.25.B. Work Experience:** The bidder shall submit the proofs of work done in any of the organizations mentioned below.

**I.25.B.a.** 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.

**I.25.B.b.** In Reputed Private Organizations – The bidder should have completed the similar works in any private organization.

**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.

### **I.26. Evaluation of Tenders:**

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

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

- (a) Work experience (single work / two works / three works) (work experience mentioned under Clause I.25.B.a and I.25.B.b) will be evaluated for the value of the work done as mentioned under Clause I.25.A.
- (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.

**I.27.** The online price bids of only the bidders qualified in Technical Bid will be opened.

**I.28. Bidders should not have been carrying any adverse remarks in IIMB or carry other similar report from any authority.**

**I.29.** 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)***

**I.30. PERMANENT EARNEST MONEY DEPOSIT (PEMD):**

**I.30.A.** The bidder shall submit the PEMD through any of the following means.

I.30.A.a) e-Payment at MOE Portal:

The bidder may pay PEMD through e-payment at MOE Portal. The contact details of the concerned persons for contacting in case of help regarding the e-payment are given in e-Bidding Conditions in this document.

I.30.A.b) 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 in MOE Portal (in the field provided for uploading the PEMD details).



**I.30.B. Exemption from paying PEMD:**

**I.30.B.a)** The bidders who have registered with MSME/NSIC/UDYAM are exempted from payment of PEMD. The bidder shall enter the Registration No. and Date of the MSME/NSIC/UDYAM Certificate and upload the scanned copy of the MSME/NSIC/UDYAM Certificate in the space provided for uploading the PEMD in MOE portal. After uploading the MSME/NSIC/UDYAM details, acknowledgement will be generated.

**I.30.C.** If such proof is not submitted and PEMD is also not paid, such tenders will be summarily rejected. The bidders who have not registered with MSME/NSIC/UDYAM should pay the PEMD and payment details shall be upload in MOE portal. Otherwise, the tenders submitted by such bidders will be summarily rejected.

**I.30.D. No Interest will be paid on PEMD Deposit.**

**I.30.E.** 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.

**I.30.F. 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 the case of the successful bidder, if the bidder fails within the specified time limit to:
  - i) enter into the Agreement within 15 days of issue of registration letter
  - ii) commence the work within the scheduled time after issue of work order
  - iii) to submit the Indemnity Bond within 10 days of issue of registration letter
  - iv) to submit the Tender Document (hard copy) along with price bid without quoting rates with seal and sign on every page
  - v) to submit the all the documents uploaded in MOE Portal
  - vi) produce the required documents to IIMB mentioned in this document.
- c) In case, the bidder, after quoting, withdraws from the tender or refuses/delays in commencing the work even after issue of work order, the PEMD will be forfeited.

**I.30.G. BANK DETAILS OF THE BIDDER:**

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

### **I.30.H. RETURN OF PEMD:**

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

### **Successful Bidder:**

PEMD will be returned AT PAR after the completion of the Term Contract. In the case of bidders registered with MSME/NSIC/UDYAM who are exempted from paying PEMD, PEMD shall be paid by such bidders within 10 days of issue of Registration Letters.

### **I.31. SECURITY DEPOSIT:**

3% 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.

### **I.32. DEFECTS LIABILITY PERIOD:**

Waterproofing Works under Term Contract will be distributed among different contractors. Defects Liability Period will be for ONE (1) YEAR commencing from the date of successful completion of any particular work assigned to a single contractor. Hence, start date and end date of defects liability period under Term Contract will be different based on the work awarded to each contractor.

### **I.33. GUARANTEE BOND:**

After completion of one year term contract period, the contractor shall furnish guarantee bond on appropriate stamp paper of the value of Rs. 200/- for the period of one year plus two months for the entire waterproofing treatment for maintaining the surroundings and under side surfaces of the waterproofing treated area in bone dry condition for 5 years. During the guarantee period the contractor shall attend to all leakages, defects etc. if noticed, free of cost, starting the work of checking up and rectification within a week's time from the date of intimation about such leakages/defects. (Format of the Bond will be issued along with Registration Letter).

**I.34.** Incomplete details of the Technical Bid will be rejected summarily. IIMB has its right to reject any bid without assigning any reason therefor.

**I.35.** Non-compliance with any of the conditions set forth herein above will result in the tender being rejected.

**I.36.** If the Headquarters of the successful bidder are elsewhere i.e. other than the place of work, he shall have duly authorized branch office at the place of work. Such branch office shall be authorized to act on behalf of the successful bidder independently to operate and execute the contract.

**I.37.** The successful bidder should enter into agreement within 15 days of issue of Registration Letter. The value of the Agreement will be intimated after issue of Registration Letter.

**I.38. SUBMISSION OF BIDS:**

The bidders should upload the soft copies of the required supporting documents online in MOE portal (<https://MOE.euniwizarde.com>) .

**I.38.A. Submission of PEMD:**

The details of payment of PEMD or exemption from paying PEMD shall be uploaded in MOE Portal which are as under:

The proof of payment of PEMD amount through e-payment at MOE Portal / online transfer to IIMB / exemption proof (MSME/NSIC/Udyam Registration Certificate);

**I.38.B. Submission of Tender (Supporting Documents) and Proformas:**

The supporting documents shall be scanned, signed with seal and uploaded in the field "Mandatory Documents" in MOE Portal. Annexure A, Annexure B and Proformas shall be printed in company letterheads, signed with seal and scanned and uploaded in the related fields in MOE Portal.

**I.38.C. Note: If these documents are not submitted, the bidder cannot complete the process of submission in the portal and his tender will be automatically treated as non-responsive and rejected.**

**I.38.D. Note: If any discrepancy is found in the documents submitted / if all the required documents are not submitted / if the documents are submitted in any other format, such tenders are rejected.**

**I.38.E.** The Employer/Engineer may, at his discretion, extend the last date of submission of the Tender by amending the Tender Documents in which case all rights and obligations of the Employer and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended.

**I.39.** IIMB reserves the right to accept or reject any tender and to annul the Registrations process and reject all the tenders at any time, without assigning any reason or incurring any liability to the bidders.

**I.40. OPENING OF BIDS:**

**I.40.A.** The Technical Bids will be opened as under:

a) The Technical bids will be opened on the date and time mentioned in this document. Then, the bids submitted will be evaluated for technical qualification.

b) The Price Bids of the bidders who will have qualified in the Technical Bid will be opened.

#### **I.41. REJECTION OF TENDERS:**

**I.41.A.** If any alternations are made by the bidder in the Tender Documents, the Tender will be liable for rejection.

**I.41.B.** Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.

**I.41.C.** The bidders are cautioned that not giving complete information called for in the application or not giving it in clear terms or making any changes in prescribed forms or deliberately suppressing the information may result in the application being summarily disqualified / rejected.

**I.41.D.** The tenders submitted without furnishing the relevant information asked for, are summarily rejected.

**I.41.E.** If any bidder leaves any cell blank or does not quote any rate or quotes as zero for any of the items, the tender submitted by such bidder shall be rejected summarily.

**I.41.F.** If any bidder quotes more than or less than 30% of the estimated cost for any or all items, the tender submitted by such bidder shall be rejected summarily.

#### **I.42. ABBREVIATIONS:**

**I.42.A.** IIMB stands for Indian Institute of Management Bangalore / Employer / Institute.

**I.42.B.** Bidder / Vendor / Contractor / Agency stands for the person who participates in tendering.

**I.42.C.** Bid document / Tender document stands for the document which contains instructions, general conditions, special conditions, safety conditions, scope of work and technical specifications, checklist, proformas, legal clauses, preamble and price bid (BOQ).

## II. GENERAL CONDITIONS OF CONTRACT

II.1. Only the item rates will be binding on the bidder throughout the contract, but not the quantities in any case.

II.2. The rate quoted for each item shall remain constant. No escalation in rates shall be allowed during the currency of contract including extended period of contract.

II.3. 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.

II.4. Any other unforeseen works desirable to be executed based on Site Conditions, which are not covered under the scope of term Contract shall be treated as separate and to be taken up independent of term contract and shall be executed by the same bidder based on

- a) SR plus tender percentage for items SR available.
- b) Derived market rates based on the market rate analysis.

II.5. The bidders would be pre-qualified based on their credentials submitted in the Technical Bids.

II.6. The price bids of the pre-qualified bidders will only be opened.

II.7. The L1 quoted rates will be kept constant for a period of one year and also for the extended period.

II.8. The period of Term Contract shall be extended further under the similar rates, terms and conditions of the term contract based on the performance of each contractor.

II.9. The general terms and Conditions of Contract and technical specifications for all the civil works adopted shall be applicable for the term contract.

**II.10. The Contractor has to furnish a QUALITY CERTIFICATE ISSUED BY THE MANUFACTURER FOR EACH WORK AS DIRECTED BY Engineer In-charge of Work.**

II.11. Detailed technical specification for waterproofing work with respect to materials & workmanship and mode of measurements will be as per IS codes and CPWD specifications, unless mentioned otherwise.

II.12. All waterproofing 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 waterproofing carried out by the Contractor. The same must be produced upon demand from the Engineer in-charge of work.

II.13. The Contractor must take necessary Safety precautions while executing the Waterproofing Works.

II.14. The Contractor has to execute the waterproofing Works as per instructions of IIMB at immediate Notice. No time would be allotted for mobilization etc. as certain Waterproofing requirements would have to be taken on a war footing basis based on the requirements of IIMB.

II.15. During external waterproofing 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.

II.16. The Contractor will be paid as per the work carried out by him after satisfactory inspection report from the EIC. The mode of measurements will be as per relevant IS Code and CPWD Specifications. Payment will be made through NEFT/RTGS.

II.17. **Assessment and Notification**

II.17.A. By signing the application form, the Contractor authorizes Indian Institute of Management Bangalore to seek verification.

II.17.B. Applicants shall, on request, provide any necessary authority to enable relevant enquires to be carried out.

II.18. **Suspension and Removal from Registration List**

II.18.A. Indian Institute of Management Bangalore, Bangalore in its absolute discretion suspend or de-register a Contractor who, at any time, for the following:

- a. Breach of any of the registration conditions
- b. Habit of pressing unfair claims against Indian Institute of Management, Bangalore.
- c. The standard of work has been found unsatisfactory.
- d. Rate of progress in the execution of work has consistently been unduly slow.
- e. Persistently violates any important conditions of the contract.
- f. Has indulged in any type of forgery or falsification of records; or
- g. Changes constitution of the firm or Individual without prior approval of the enlistment authority; or
- h. Is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- i. Persistently violates the labor regulations and rules, or
- j. Is involved in complaints of serious nature received from other departments which prima facie appear to be true.
- k. Defaults in settlement of tax dues like income tax/GST/ Service tax/ PF / ESI etc.

II.18.B. Before such action is taken, the Contractor will be given details of the matters prompting the decision and will have an opportunity to show cause why registration should not be suspended or cancelled and the Contractor de-registered.

II.18.C. A determination by Indian Institute of Management Bangalore, Bangalore of any application for registration or for reclassification, suspension or de-registration is at its absolute discretion.

II.18.D. Indian Institute of Management Bangalore, Bangalore will not be liable for any costs or damages incurred in the above exercise of such discretion.

#### II.19. **Registration Under Term Contract**

II.19.A. After opening of price bids, L1, L2 and L3 bidders will be arrived at on the basis of the quoted amount. Then, the rate quoted by L1, L2 and L3 bidders for each item will be compared, lowest rate quoted by L1 / L2 / L3 bidder will be considered and finalized rates for all items of BOQ will be arrived at.

During comparison, if it is found that any of these 3 bidders has quoted freak rates (more than / less than 30% of the estimated rate) for any item, his tender will be rejected according to Clause I.22 of this Tender Document and the price bid of L4 bidder will be considered for comparison of the rates and so on.

L1, L2 and L3 bidders will be invited for negotiation and will be asked to accept the finalized rates. If these three bidders are in agreement of the same, the works coming up during the period of term contract will be distributed among these three bidders equally.

In case any/all of these three bidders do not agree to accept the finalized rates, L4 / L5 / L6 bidders will be invited to accept finalized rates and so on.

In case none of the bidders agree to accept the FINALIZED RATES, the decision to award the entire contract to L1 bidder at his quoted rates or cancel the tender lies with IIMB.

II.19.B. In the event of single bidder or two bidders accepting the rates finalized by IIMB, the decision taken by IIMB will be final and binding on the bidders.

II.19.C. After due negotiation and acceptance of finalized rates by the bidders, the record of negotiation and acceptance from the agencies will be documented which forms part of the contract.

II.19.D. Initially, Registration letter will be issued to the bidders, who would have accepted the finalized rates.

II.19.E. Separate work order will be issued while awarding each work on the basis of requirement, during the contract period.

II.19.F. The bidder shall abide by the rules laid down by IIMB from time to time.

II.20. **Payment Terms:** In consideration of the work done under this Agreement, IIMB agrees to pay the Bidder at different stages as set forth in the Tender in that behalf. The Bidder shall be responsible for payment of all applicable Taxes on the works contract.

- i. The Bidder shall promptly raise an invoice to IIMB on the completion of work at each stage as per the Tender terms before the 10<sup>th</sup> day of the subsequent month, for the works completed in the previous month.
- 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 Bidder shall furnish a "No Demand Certificate" to IIMB.

#### II.21. **Payment to the contractor's bills:**

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

#### **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 ----- 2%
- d. Deduct for Labour welfare cess ----- 1%
- e. Any other dues recoverable by IIMB from the Bidder under the present or any other contract.-----

#### II.22. Documents to be submitted along with the bill:

- 1) Photo of the work done
- 2) Certificate of the quality of work done
- 3) Delivery Challan with Entry Gate Security Seal and Sign
- 4) Certificate from the supplier for the firm being an authorized waterproofing applicator/contractor. The suppliers should be the companies like BASF / FOSROC / SIKA / DOCTOR FIXIT / STP.

#### II.23. **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 terms 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 authorize 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 authorize representative does not remain present at the time of such measurements after the bidder or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Bidder.

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 defects liability period.

**II.24. The staff deployed by the vendor should possess Aadhar Card. The copy of the same shall be submitted on demand from IIMB.**

II.25. Bidder should provide information regarding any current litigation in which the bidder is involved. (please see proforma G)

II.26. In the event of the tender being submitted by a partnership bidder, the tender must be signed separately and legibly by each partner or member of the partnership 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 bidder must be enclosed along with the tender submitted by the partnership bidder. The Partnership Deed must have been entered into before the date of notification.

II.27. If the tender is made by a limited company or a limited corporation, it shall be signed by duly authorized person holding the power of attorney which power of attorney shall accompany the tender. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.

II.28. If the tender is made by a group of bidders, it shall be accompanied by a legal document signed by all parties to the joint venture/consortium considering therein a clear and a definite manner the proposed administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party, the authorized representative of the joint venture and an undertaking that the several parties are jointly and severally liable to the employer for the performance of the contract together with the details of experience and past performance of each of the parties to the joint venture on works of a similar nature within the past seven years, current works on hand and other contractual commitments. Proof of the Registration of the Joint Venture shall also accompany this Tender, failing which the tender will be rejected by the accepting authority.

II.29. In the case of joint ventures, the Annual Maintenance Contracts executed by them after the Registration of the joint venture will only be considered for Technical Evaluation.

II.30. Partnership or a limited company or corporation or a joint venture or a Consortium should have been in existence before the date of advertising this tender.

II.31. The bidder applying as a company or a joint venture or any other bidder / organization / Consortium should have the similar work experience in its own name.

II.32. **MOUs shall not be considered.**

II.33. IIMB reserves the right to amend the scope and value of contract, without being liable for any damages or obligation to inform the bidder,

II.34. Even though a bidder may satisfy the above requirement, he would be liable to disqualification if he has -

II.34.A. made misleading or false repression or deliberately suppressed this information in the forms, statement and enclosures required in the Registration document.

II.34.B. the record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

II.35. Following shall be the rules with respect to the eligibility of a contractor:

II.35.A. No individual, or a firm having such individual as one of the partners, who is a dismissed government servant; or removed from the approved list of contractors; or demoted to lower class; or having business banned/suspended by any government department in the past; or convicted by a court of law shall be entitled for enlistment.

II.35.B. A Contractor is not permitted to have enlistment in more than one name.

II.35.C. A partner of a firm or a director of a company enlisted as a contractor cannot be a partner/director in any other enlisted firm/company.

II.35.D. The Delivery Challans for bringing in the materials shall possess Entry Gate Pass.

II.36. **REVIEW/UPDATING OF PANEL OF CONTRACTORS**

II.36.A. Unless circumstances warrant an earlier review, a Contractor's Registration status will remain valid for a period of 1 year from the date of approval or the date of any review that confirms the status.

II.36.B. After submission of their tender for Registration, Contractor must notify Indian Institute of Management Bangalore, Bangalore promptly, if there is any:

- a. Substantial change in their financial or technical capacity.
- b. Change in their business (such as company name, address)
- c. Change to ownership or holding, including any transfer of key personnel.
- d. Any other significant change in information provided in the tender for Registration.

II.36.C. A review of the Registration status of Contractors may be initiated by Indian Institute of Management Bangalore, Bangalore before expiry of the specified period of one year.

- a. If the registered Contractor consistently fails to meet the requirement.
- b. At the request of a registered Contractor (for their own review).

II.36.D. The Contractor must provide all the details required for the review upon request. Failure to comply with any request by Indian Institute of Management Bangalore, Bangalore for such information may result in suspension of Registration.

II.36.E. Registered Contractor will be notified in writing of the result of any review of Registration.

#### II.37. **SUSPENSION AND REMOVAL FROM REGISTRATION LIST**

Indian Institute of Management Bangalore, Bangalore in its absolute discretion suspend or de-register a Contractor who, at any time, for the following:

- a. Breach of any of the Registration conditions
- b. Habit of pressing unfair claims against Indian Institute of Management Bangalore.
- c. The standard of work if found unsatisfactory.
- d. Rate of progress in the execution of work has consistently been unduly slow.
- e. Persistently violates any important conditions of the contract.
- f. The contractor is indulged in any type of forgery or falsification of records; or
- g. The contractor changes constitution of the firm or Individual without prior approval of the enlistment authority; or
- h. The contractor is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- i. The contractor persistently violates the labor regulations and rules, or
- j. The contractor is involved in complaints of serious nature received from other departments which prima facie appear to be true.
- k. The contractor defaults in settlement of tax dues like Income Tax /GST/ PF / ESI etc.

Before such action is taken, the Contractor will be given details of the matters prompting the decision and will have an opportunity to show cause why Registration should not be suspended or cancelled and the Contractor de-registered.

A determination by Indian Institute of Management Bangalore, Bangalore of any tender for Registration or for reclassification, suspension or de-Registration is at its absolute discretion.

Indian Institute of Management Bangalore, Bangalore will not be liable for any costs or damages incurred in the above exercise of such discretion.

#### II.38. **Acceptance of Conditions**

By signing the tender document and applying for Registration with Indian Institute of Management Bangalore, Bangalore, Contractors agree to accept these Conditions of Registration.

WHEREAS the Contractor indemnifies the Institute for any claims from any other agency/Statutory bodies which may arise due to operation or neglect or omission of that agency in hold in carrying out this Contract in whatsoever to the Person/s

or property of Indian Institute of Management Bangalore even though the Contractor has taken utmost precaution against accident or injury.

WHEREAS the Contractor indemnifies the Institute for any claims from any other agency/Statutory bodies which may arise due to the statutory requirement of all acts and enactments pertaining to the Labour Laws enforcing maintenance of all records, payments of fees for obtaining Licenses etc all as per terms and Conditions laid in Tender Document.

WHEREAS the Contractor further indemnifies for claims on payment of all wages or other money to his worker/s or employees under Payment of Wages Act 1963 or Employer's Liability Act 1933, Workmen Compensation Act, ESI Act or any Other Act or enactment relating thereto, and rules framed thereunder from time to time.

WHEREAS the Contractor indemnifies for the Insurance Policy Coverage for any theft, burglary including force Majeure damage due to fire, riot, civil war, damage by aircraft etc.

WHEREAS the liability of the Contractor under the Bond shall not be altered, modified or nullified by any change in the Constitution of either the Institute or the Contractor under the Decision of the Institute in respect of any claim shall be final and binding on the Contractor.

IN WITNESS WHERE OF THE CONTRACTOR HAS EXECUTED THESE PRESENT THE DAY MONTH AND YEAR ABOVE MENTIONED.

#### **II.39. Contract Termination:**

**II.39.A. Termination:** If the Contractor fails to perform the work set out in this Agreement within the stipulated period of time or fails to carry out the work to the satisfaction of IIMB, IIMB shall terminate the Agreement as a whole or a part thereof at the risk and cost of the Contractor, without prior notice.

**II.39.B. Consequence of Termination:** In the event of termination of this Agreement, the parties agree to promptly fully deliver all the deliverables applicable conceived, created or developed prior to the date of termination.

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

**II.39.C.** In case any of the information furnished by the Bidder is found to be false or any adverse points come to light subsequent to the Agreement, IIMB, at its discretion, may choose to terminate the Contract, at any time. The decision of IIMB in this regard shall be final and binding.

#### **II.39.D. Termination of Contract for Death:**

Without prejudice to any of the rights or remedies under this contract, if the Bidder dies or attains legal disability, the Accepting Officer shall have the option of

terminating the contract without any compensation to the Bidder. IIMB shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.

**II.39.E. Termination for Insolvency:**

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

**II.39.F. Termination for Convenience:**

II.39.F.a) IIMB, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IIMB's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

II.39.F.b) The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by IIMB at the Contract terms and prices.

**II.40. Sub-Letting of Contract:**

The contractor shall not sublet any portion of the contract without the prior written approval of Indian Institute of Management Bangalore to any other person/firm.

**II.41. Arbitration:**

Except where otherwise provided for in the contract, all question and disputes relating to the meaning of the specifications, designs 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, 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.

II.41.A. Subject to as aforesaid the provision of the Arbitration & Conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this Clause.

II.41.B. It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.

II.41.C. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

II.41.D. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Bidder shall be withheld on account of such proceedings.

II.41.E. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties / fixing date of the first hearing.

II.41.F. The arbitrator shall give a separate order in respect of each dispute or difference referred to him.

II.41.G. The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.

II.41.H. The order of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

### **III. SPECIAL CONDITIONS OF CONTRACT**

**III.1.** Based on the works executed during the past three years, the quantum of work will be arrived at. Quantity mentioned in the BOQ is subject to vary based on the requirement at the time of execution.

**III.2.** Contractor shall arrange proper ladders, scaffolding and jhoolas (for waterproofing at higher levels) at his own cost and shall 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.

**III.3.** Contractor's job shall also include removing of all debris arising during the process of waterproofing to remove stains, at no extra cost.

**III.4.** IIMB reserves the right of allotting waterproofing 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.



## **IV. SAFETY CONDITIONS:**

### **IV.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.

### **IV.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).

### **IV.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.

### **IV.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.

### **IV.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.

#### **IV.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.

In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly displayed on the machine prominently. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of the testing.

Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum, risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

Load tests: All cranes, hoisting machines etc. shall be load tested. Bidder shall submit test certificate from competent, authorised person before use.

#### **IV.7. Demolition works:**

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

- All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 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.

- 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.
- All blasting materials shall be stored and handled as per guidelines of relevant authorities.

#### **IV.8. Protective equipment / gears:**

All necessary personal protective equipment as considered adequate by 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.

- 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.

#### **IV.9. First Aid Injuries:**

- 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.
- 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.

**IV.10. 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.

**IV.11. 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.

**IV.12. 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.

**IV.13.** All safety norms (COVID protocols etc.) as directed by IIMB / State or Central Government from applicable from time to time shall be adhere to.

**IV.14. Work Permits:**

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

<u>IS codes (Latest Revisions)</u>	<u>As applicable to the relevant work</u>
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.
8989-1978	Safety code for erection of concrete framed structure.
7205 - 1973	Safety code for Erection of Structural steel works

## **V. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

**V.1.** The scope of work includes carrying out necessary water proofing works for various elements which are as follows:

V.1.A. Water proofing works for RCC/Metallic slabs

V.1.B. Water proofing for granite floor joints /floor joints

V.1.C. Waterproof treatment for roof terrace

V.1.D. Water proofing works for Stone Walls

V.1.E. Water proofing works for bathroom dado and floor tiles (nito tile grouting)

V.1.F. Providing pressure grouting in slabs etc by drilling holes of suitable size with cement slurry.

V.1.G. Providing pressure grouting in slabs etc by drilling holes of suitable size with PU grout.

V.1.H. Providing treatment for expansion joints as specified.

V.1.I. Providing crystalline method of water proofing for underground structure, basement walls, retaining walls, etc as specified.

V.1.J. Providing Stainless Steel plate for expansion joints after sealing of the joints.

V.1.K. Providing geo membrane mesh for various surfaces.

V.1.L. Providing plastering with SBR mix with fixing of chicken mesh on masonry surfaces.

Specifications: The materials should be of the following brands as per the requirement of the waterproofing works to be carried out as described in BOQ.

BASF / FOSROC / SIKA / PIDILITE / STP or equivalent

Note : 1) The above scope of works are only indicative in nature.

2) Specifications to be referred for detailed work.

**PROFORMA - A**

**TO BE EXECUTED ON E-STAMP OF VALUE Rs.100/-**

**FORMAT OF INDEMNITY BOND**

This Indemnity Bond is executed on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in favour of Indian Institute of Management Bangalore, Bannerghatta Road, Bengaluru - 560076 (hereinafter called "Institute", which expression shall mean and include its successor and assigns) by M/s \_\_\_\_\_ represented herein by its \_\_\_\_\_ Sri/Smt \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ years and residing at \_\_\_\_\_ is not a registered bidder of Indian Institute of Management Bangalore (hereinafter called the "Bidder" which expression shall mean and include his heirs, executors, administrators, successors and assigns).

Whereas the bidder/s has/have by tender dated \_\_\_\_\_ and the intended works in connection with Indian Institute of Management Bangalore Works in the Institute area, till the completion of the Term Contract period i.e. \_\_\_\_\_, for the Institute, as set forth in the tender as amended and the general conditions, special conditions, specifications, bill of quantities and schedule hereto annexed according to the terms, obligations and conditions therein contained at and the Institute has accepted such itemized rate tender. GST in all cases being always the bidder's / contractors' responsibility.

NOW THE INDEMNITY WITNESSTH AS FOLLOWS:

WHEREAS the bidder indemnifies that in respect of the payment made to the labours engaged by him and the Institute has agreed on the same but subject to keep the Institute fully indemnify at all times against any claims, decree, notice, loss or liability, costs, action or proceedings which may arise against the Institute at the instance of the authority under the act of any person or persons of the Institute making payment to the bidder.

WHEREAS the bidder further indemnifies the Institute that he shall make good any dues, claims etc. in respect of labour engaged by him towards Provident Fund in the bidder Registration Letter No. \_\_\_\_\_ executed by him on receipt of the demand in writing from the Institute without any demur.

WHEREAS the bidder indemnifies for claims on all injury to person, animal or things or damage to property which may arise from the operation or neglect or omission of himself or any nominated sub-bidder or any employee/s or any other cause whatsoever in any way connected with the carrying out of his contract.

WHEREAS the bidder indemnifies the Institute for any claims from any other agency/statutory bodies which may arise due to the operation or neglect or omission of that agency in hold in carrying out of this contract in whatsoever to the person/s or property of Indian Institute of Management Bangalore even though the bidder has taken utmost precaution against accident or injury.

WHEREAS the bidder indemnifies the Institute for any claims from any other agency/statutory bodies which may arise due to the statutory requirement of all acts and enactments pertaining to the Labour Laws enforcing maintenance of all records, payments of fees for obtaining licenses etc. all as per the terms and conditions laid in the Tender Document.

WHEREAS the bidder further indemnifies for claims on payment of all wages or other money to his worker/s or employees under the Payment of Wages Act 1963 or Employer’s Liability Act 1933, Workmen Compensation Act, ESI Act or any other Act or enactment relating thereto and rules framed thereunder from time to time.

WHEREAS the bidder indemnifies for the insurance policy coverage for any damage, theft, burglary including force majeure damage due to fire, riot, civil war, damage by aircraft etc.

WHEREAS the liability of the bidder under the Bond shall not be altered, modified or nullified by any change in the Constitution of either the Institute or the bidder under the decision of the Institute in respect of any claim shall be final and binding on the bidder.

IN WITNESS WHERE OF THE BIDDER HAS EXECUTED THESE PRESENT THE DAY MONTH AND YEAR ABOVE MENTIONED.

WITNESSES:

BIDDER:

**1.**

**1.**

**2.**

**2.**



**PROFORMA – B**  
**UNDERTAKING LETTER**

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

To

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

**Sub: Establishing of Term Contract for Waterproofing 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 – C**

**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]
  
5. Please quote your Bank Account No. for Bill Payment including Bank Code for ECS  
[Enclose copy of cheque leaf]
  - a. Type of Account
  
  - b. Name of the Bank
  
  - c. Branch, Place
  
  - d. Bank Code No.

**Establishing of Term Contract for Waterproofing Works at IIMB**

e. ECS Code No.

f. MICR No.

g. IFS Code No

**PROFORMA – D**

**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:

<b>Sl.No.</b>	<b>Particulars</b>	<b>Particulars</b>
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 – E**

**DECLARATION LETTER**

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

To

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

**Sub: Establishing of Term Contract for Waterproofing Works at IIMB**

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 and Part B 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 – F

(TO BE EXECUCUTED ON NON JUDICIAL STAMP PAPER OF THE VALUE OF Rs. \_\_\_\_\_ WITHIN 15 DAYS OF ISSUE OF REGISTRATION LETTER)

### AGREEMENT

Articles of Agreement for "Establishing of Term Contract for Waterproofing Works at IIMB" ("Agreement") is executed on the <Insert Present date>day of \_\_\_\_\_ Two Thousand \_\_\_\_\_.

Between

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

And

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

\_\_\_\_\_, represented by its \_\_\_\_\_ hereinafter called the "Bidder" (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 Bidder shall be individually referred to as "Party" and jointly referred to as "Parties".

Whereas

- IIMB has, through the e-Bid notice dated \_\_\_\_\_ invited reputed bidders for executing the works in connection with "Establishing of Term Contract for Waterproofing Works at IIMB".
- The Bidder, being the successful bidder has been issued the Registration Letter dated \_\_\_\_\_ bearing Registration number \_\_\_\_\_
- IIMB and the Bidder agree to bind themselves on the terms and conditions hereinafter mutually agreed to.

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

- 1)** Scope of Work: The Scope of Work shall be as per the stipulations contained in the Registration Letter bearing number \_\_\_\_\_ dated \_\_\_\_\_ (Registration No. \_\_\_\_\_), and the terms contained in the Tender documents on "Establishing of Term Contract for Waterproofing Works at IIMB" at the Indian Institute of Management Bangalore dated \_\_\_\_\_.

- 2)** Time: TIME IS THE ESSENCE OF THE CONTRACT. The work shall be completed within the stipulated period as desired by the Institute from time to time with all necessary safety precautions and time restrictions for work execution and movement of labour with due additional labour force, material and supervisory staff.
- 3)** Penalty for delay: In case the work is not completed in the manner mentioned above, and to the complete satisfaction of IIMB, the Bidder 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.
- 4)** Payment Terms: In consideration of the work done under this Agreement, IIMB agrees to pay the Bidder at different stages as set forth in the Tender in that behalf. The Bidder shall be responsible for payment of all applicable Taxes on the works contract.
- i. The Bidder shall promptly raise an invoice to IIMB on the completion of work at each stage as per the Tender terms before the 10<sup>th</sup> day of the subsequent month, for the works completed in the previous month.
  - ii. IIMB shall pay such invoice within thirty (30) days from the date of receipt of the undisputed invoice.
  - iii. On receipt of the Final payments, the Bidder shall furnish a "No Demand Certificate" to IIMB.
- 5)** Obligations of Bidder:
- i. The Bidder shall take all appropriate and reasonable efforts to complete the work at IIMB to the satisfaction of IIMB in a timely and effective manner.
  - ii. The Bidder shall comply with all the Terms of this Agreement.
  - iii. The Bidder shall be responsible for complying with all the applicable Laws and IIMB shall not be held liable for any default of the Bidder in this regard.
  - iv. The Bidder shall ensure that all employees, workers, consultants etc., engaged pursuant to this Agreement at IIMB are its employees. The Bidder 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.
  - v. The Bidder shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.
- 6)** Permanent Earnest Money Deposit (PEMD): The PEMD of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) submitted by the Bidder in the form of e-Payment / online transfer under UTR number \_\_\_\_\_ dated \_\_\_\_\_



drawn on \_\_\_\_\_ branch shall be retained till the completion of the Term Contract.

- 7)** Security Deposit (SD): Security Deposit of 3% of value of the contract will be deducted from each gross value of the bill and the same will be returned after completion of defects liability period of one year after making deductions, if any, under this Agreement. No interest shall be paid on this deposit.
- 8)** Insurance: The Bidder shall provide for adequate insurance cover to his employees. The Bidder 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 Bidder 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 Bidder has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this Agreement, the Bidder may assign such policy in favour of IIMB.
- 9)** Indemnity: The Bidder shall be responsible for any accident and all compensation payable to anybody including contract labour employed by or out of this 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 Bidder. 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 Bidder 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 Bidder, the Bidder 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 Bidder.

- 10)** Confidentiality: Both the Parties hereby undertake that under no circumstances whatsoever they shall not disclose any of the Terms of this Agreement and all or any Confidential Information belonging to the other party 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.
- 11)** Termination: If the Bidder 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 Bidder, without prior notice.

- 12)** 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 Bidder, IIMB shall get the balance work executed through a third party and recover from the Bidder all the additional costs incurred by and damaged caused to IIMB in procuring such services from any other third party.

- 13)** 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 an Arbitration. The Arbitrator shall be appointed by the Director of IIMB. The venue of Arbitration shall be at Bangalore.

- 14)** 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.

- 15)** 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 Bidder without the prior written consent of IIMB.
- c. Publicity: Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this Agreement. However, all press releases or other public announcements relating to this Agreement must be approved in advance and in writing, in each instance, by both the Parties.
- d. Notice: All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery consideration receipt and followed by physical copy mailed as set forth above.
- e. Severability: If any provision of the Agreement is or becomes invalid or impracticable in whole or part, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provisions shall be replaced by valid provisions that come closest to the economic intention pursued by the Parties.

- f. Amendments: This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.
- g. Force Majeure: No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation. If such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lockouts at the venue, war, natural calamities or any other cause beyond its control and without its fault or negligence.

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

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

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

For IIMB

For Contractor

Witnesses:

Witnesses:

1.

1.

2.

2.

**PROFORMA - G**

**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

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**PROFORMA – H**

**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 – I**

**NO NEAR RELATIVE DECLARATION CERTIFICATE**

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

“I/We ..... S/o ..... R/o ..... hereby certify that none of the relative(s) as defined in the Tender Document is / are employed in IIMB as per the details given in the Tender Document. In case, at any stage, it is found that the information given by me/us is false/incorrect, IIMB shall have the absolute right to take any action as deemed fit, without any prior intimation to me/us.”

Name and Address of the Bidder:

Signature with Company Seal

**ANNEXURE - A****CHECKLIST**

Please fill in the below checklist with YES / NO for submission of the documents as per the following description:

<b>Sl. No.</b>	<b>Description</b>	<b>YES/NO</b>
1	Work experience Certificates (Single work/Two works/Three works) – any one of the following: a) Completion Certificates b) Proof of receipt of payment from clients	a) b)
2	Average Annual Turnover – All items mentioned below: a) Audited Profit & Loss Accounts and Balance Sheets for 5 years b) IT Returns filed for 5 years c) Letter from CA of the client certifying the 5 years annual turnover (In case the documents under a) are not audited)	a) b) c)
3	PEMD paid / Certificate uploaded in case of exemption	
4	Solvency Certificate	
5	GST Registration Certificate	
6	PAN Card	
7	Preamble and Approximate Quantity details given in Annexure C have been read and understood to the best of my knowledge	
8	Proforma B, C, D, E, G & I submitted in letterhead duly signed and sealed	
9	Proforma H submitted in the stamp paper of Rs.100/-, attested by Notary	
10	Unit rates quoted for all the items in the Price Bid	