



INSTALLATION OF AIR SOURCE HEAT PUMPS WITH SOLAR WATER HEATERS AT HOSTEL M BLOCK, FPM BLOCK AND MDC A3 BLOCK AT IIMB CAMPUS

TENDER DOCUMENT

TECHNICAL BID (Part – A)

(DOCUMENTS TO BE ENCLOSED IN ENVELOPE NO. 2)

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

Sub : INSTALLATION OF AIR SOURCE HEAT PUMPS WITH SOLAR WATER HEATERS AT HOSTEL M BLOCK, FPM BLOCK AND MDC A3 BLOCK AT IIMB CAMPUS

From :

M/s _____

To,

**The Chief Manager(Infrastructure),
Indian Institute of Management,
Bannerghatta Road,
Bangalore.**

Dear Sir,

Please find herewith enclosed the Tender document comprising of Terms & conditions, General & Special Conditions, Safety code and Bill of Quantities relating to the Work specified in the Tender Document hereinafter set out and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the Work specified in the said document with the labourWork rates mentioned at Price Bid portion of Tender Document and in accordance with all the conditions, specifications and instructions in writing referred to in conditions of tender Appendix to the form of Tender, articles of agreement, general conditions of Contract, special conditions of Contract, appendix to the tender, annexures, safety condition, technical specifications, bill of quantities and in all other respects in accordance with such conditions so far as they may be applicable.

The document being read and understood, all the contents of the Tender Document 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 _____

**INDIAN INSTITUTE OF MANAGEMENT BANGALORE
Bannerghatta ROAD , BANGALORE – 560 076**

Telephone : 080 026993580 / 3294

Fax : 080- 26584050

Email : anil.sj@iimb.ernet

1st April 2019

TENDER NOTICE

Sealed "OPEN" Tenders for the work described below are invited by Indian Institute of Management Bangalore for "Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus".

SI. NO	Description	Details
1	Approximate cost of the work	Rs. 6,65,000/- (excluding GST)
2	Earnest Money Deposit	Rs. 17,000/-
3	Cost of the Tender Document (non-refundable)	Rs. 280/- (including GST)
4	Issue of Tender document online	From: 1 st April 2019 To : 10 th April 2019
6	Due date & time for submission of tenders	11 th April 2019, 15:00 Hrs
7	Date of opening of Technical Bid	11 th April 2019 at 15:30 Hrs
8	Date of Issue of Online Commercial Bid	Will be intimated later
9	Pre-bid meeting	Will be intimated later
10	Duration of work	1 Month

Online Commercial Bid :

(Note: The bidders who qualify in the Technical Bid will only be invited to participate in the Online Commercial Bid)

e-BIDDING CONDITIONS:

Sub: Tender is invited for “Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus”

1. Sealed item rate tenders in the prescribed format are invited for the above subject work at Indian Institute of Management Bangalore (IIMB).

“Two Bid System” of tendering shall be adopted for this work.

The Tender Document will be available on the website link https://www.iimb.ac.in/tender_notices during the period mentioned above. The bidders shall download the tender documents and submit the hard copy with seal and sign on every page, along with the Tender Document Fee and EMD (Earnest Money Deposit), which should be paid online as per the details mentioned in the Document.

NOTE: Tender Document Fees are non-refundable in any case.

2. The Tenders shall be submitted on the date and time mentioned in the Tender Notice and will be opened on the same day in the presence of Bidders or their authorized representatives. Please note, the authorized representatives should carry the letter of authorization for attending the tender opening. The authorization letter should be in their company letter head issued in the name of the authorized representative, duly signed by the authorized representative with his name in CAPITALS and attested by the owner of the company. (Format of the letter is given under Proforma-A).
3. **The tender duly complied in all respects shall be submitted in sealed covers addressed to the Chief Manager (Infrastructure), Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore-560076 and shall be dropped in the Tender Box kept for the purpose in the Estate Office, IIMB before the date and time indicated above.**
4. a) Tenders will also be accepted through post. However, Indian Institute of Management Bangalore (IIMB) will not be responsible for late receipt of tender by post.
b) Tenders sent telegraphically or through other means of transmission (telefax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected. Tenders received with defective sealing of outer or inner envelopes shall not be accepted.
5. Any tender received in the designated office after the deadline prescribed for submission of tenders will not be accepted under any circumstances.
6. **Late tenders and conditional tenders are liable for rejection.**
7. IIMB does not bind itself to accept the lowest or any other tender.
8. **The bidders should submit the same tender as downloaded through IIMB Website. Tenders other than this called for in the enclosed documents are liable for rejection.**
9. 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.
10. The successful bidder is requested to sign the work order prepared based on the quoted amount, placed on him by the accepting officer.
11. **The accepting officer reserves the right to place order as a whole or part of any item only as**

deemed fit.

12. **EMD / TENDER DOCUMENT FEE:**

12.1. Mode of Payment of EMD/Tender Document Fee:

The amount of **Earnest Money Deposit (EMD)/Tender Document Fee** mentioned herein above shall be furnished along with the technical bid.

The bidder shall submit the EMD and Tender Document Fee ONLINE.

For online submission of EMD/Tender Document Fee, 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 Management

Customer HDFC Bank a/c number: 01331450000019

Note: The proof of payment including the name of the bank, amount of EMD, amount of Tender Document Fee, Date of Transfer, UTR No. shall be submitted in two separate envelopes along with the tender document.

12.2. Any tender not accompanied by an acceptable Earnest Money Deposit and Tender Document Fee or any tender accompanied by Earnest Money Deposit and Tender Document Fee not secured in the payment mode as indicated above will be rejected by IIMB as non-responsive.

12.3. Forfeiture of EMD:

12.3.1. The Earnest Money Deposit will be forfeited:

- a) If the bidder withdraws from the Tender after tender opening during the period of tender validity;
- b) If the bidder fails to sign the Agreement, within the specified time limit.

12.3.2. Bidders must be very careful while submitting tender. The tender should be bonafide and must satisfy all the conditions of the tender document, failing which the Accepting Officer at his absolute discretion reserves the right of forfeiting a part or full amount of the Earnest Money Deposit.

12.3.3. If the bidder withdraws his offer after submission of his tender, or fails to start the work in accordance with the instructions of the Engineer-in-Charge, the Earnest money deposited by him will be forfeited without prejudice to any other remedy available to the company under the contract.

12.3.4. If the bidder deliberately gives wrong information in his tender or create conditions favourable for acceptance of his tender, the accepting officer reserves the right to reject such tender at any stage and forfeit the earnest money. The accepting officer shall be at liberty to foreclose the contract without prejudice to any other remedies that may be available to IIMB under the contract, even after the acceptance of the tender.

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 other authority do not entitle them for exemption from payment of EMD.

RETURN OF EMD:

Unsuccessful Bidders: The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders through RTGS/NEFT, after the issue of the Work Order to L1 Bidder.

Bank Details: 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 – F**).

Successful Bidder: The EMD of L1 Bidder will be returned after completion of the Defects Liability Period satisfactorily.

13. **Incomplete details of the Technical Bid will be rejected summarily. IIMB has the right to reject any tender without assigning any reason therefor.**
14. Non-compliance with any of the conditions set forth in the document will result in the tender being rejected.
15. Any other information required by the Bidder can be obtained from the Estate Office, IIMB during working hours on any working day or through e-mail.
16. If the Headquarters of the successful Bidder are elsewhere other than the place of work, he shall depute the authorised Agent at the place of work from the commencement of the work until it is fully completed. Such Agent shall be authorised to act on behalf of the successful Bidder to operate and execute the terms of contract.
17. **Bidder should check for any correction or Corrigendum related to this Tender Notice on IIMB Website before submitting the bid document.**
18. **Schedule of Quantities has been given in this document. This is only FOR BIDDERS' REFERENCE. Rates should not be entered in the Schedule of Quantities given here. Online Commercial Bid will be issued to the bidders qualified in the Technical Bid only. Rates should be entered only ONLINE. If the rates are entered in the Technical Bid by any bidder, such Technical Bid will be rejected summarily.**
19. The Tender is valid for a period of 120 days from the date of opening of the online commercial bid.
20. JVs/ Consortium / MOUs will not be considered.
21. The bidder should give an undertaking that "He shall not associate nor has been associated in the past, directly or indirectly with consultant or any other entity that would prepare the design, specification and other documents of the project."
22. This being an item rate Contract, the rate quoted shall remain firm and errors, if any, in the extension or total shall be subject to corrections. The quantities shown against each items are only approximate and hence any reduction or increase thereof during the currency of the Contract shall not vitiate the Contract. The approximate estimated value of this work is indicated above. This estimate however is not a guaranteed amount and is merely given as rough guide, and if the work costs more or less, the contractor will have no claim on that account.

23. In consideration of Company issuing the bid document to the bidder through website and permitting him to submit his bid, the bidder shall keep his offer open for acceptance by the Company for a period of **120 days** from the date fixed for opening the tenders or such further period as may mutually be agreed upon between the parties of the Contract.
24. The bidder shall not be at liberty to withdraw or modify his bid or any terms and conditions thereof before the expiry of said period. Bidders are expected to clarify only such points as specifically called upon to do so by the Accepting Officer in writing. Any withdrawal or modification made within the said period constitutes breach of Contract and the bidder shall be liable for damages to IIMB in consequence thereof. He shall, in addition, forfeit to IIMB, the EMD.
25. In the event of any dispute arising in connection with this Contract, it is agreed that the disputes shall be referred to the arbitration of Director, in whose absence the Director shall appoint a person he so deems fit to preside over the Arbitration proceedings and his decision will be final and binding on both the parties.
26. All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Bangalore and only courts in Bangalore shall have jurisdiction to determine the same.
27. **The following requirements shall be strictly complied with:**
 - (a) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents.
 - (b) Bidders shall ensure that their tender is despatched well in advance, so that it reaches IIMB Office before the time and date stipulated in the tender notification / documents.
28. Under no circumstances will a Father and his Son(s) or other close relations who have business dealing with one another be allowed to tender for the same Contract as separate competitors. A breach of this condition will render the tender of both parties disqualified from participating in the Tender.
29. The bidders are advised to visit site, inspect required documents pertaining to the Work and samples of materials by making prior appointment with the Accepting Officer giving sufficient time. Bidders shall be deemed to have full knowledge of all relevant documents, samples, site etc., whether he has inspected them or not. The expenditure on the site visits should be borne by the bidder himself. The accommodation or any other facilities should be arranged by the bidder himself.
30. The submission of a tender by a bidder implies that he has read this document 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 that have a bearing on the execution of the Work.
31. The Company reserves the right to accept any tender either in full or in part, to reject all the tenders without assigning any reason. In the case of acceptance of part of the tender, completion time shall also be reduced to the extent considered appropriate, by the Accepting Officer.
32. The bidders are required to take into account while quoting their rates, all factors including any fluctuations in the Market Rates etc., No claim to that effect will be entertained after acceptance of the tender or during the currency of the Contract.
33. Should a bidder find any discrepancies or omissions in any of the tender documents or should be in doubt as to their meanings, shall alone address the authority inviting the tender for clarification. Every endeavor shall be made to avoid any error which can materially effect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

34. The Tender shall be submitted as per the schedule mentioned above by the Chief Manager (Infrastructure), Indian Institute of Management Bangalore, Bannerghatta Road, BANGALORE-560 076. The tender will be opened on the date and time mentioned above, in the presence of Bidders or their authorized representatives. Please note, the authorized representatives should carry the letter of authorization for attending the tender opening. The authorization letter should be in their company letter head issued in the name of the authorized representative, duly signed by the authorized representative with his name in CAPITALS and attested by the owner of the company. (Format of the letter is given under Proforma A).

35. Sealing and Submission of Tenders:

35.1. All the pages, supporting papers/documents submitted along with the tender should be signed by the authorized signatory and stamped. Tenders not containing full information as regards to qualifying requirements and Technical Bid are liable for rejection.

35.2. The Bidders are required to submit three separate sealed envelopes, marked as Envelope-1, Envelope -2 and Envelope-3 duly labelled viz.,

Envelope-1 should contain: Details of the bid document fees furnished and EMD furnished (Details such as Name of Bank, UTR No., Date of transfer)

Envelope-2 should contain: Supporting Documents as mentioned in Essential Criteria
- with seal and signature on the copy of each document.

Envelope-3 should contain: 'Original Technical Bid Document' as downloaded from IIMB website'
- with seal and signature on every page.

These three sealed inner envelopes shall be wrapped in an outer envelope, properly closed, sealed, addressed to designated officer (as mentioned below), duly super scribing on top –

- (a) the Name of Work
- (b) address of the designated officer (is given below)
- (c) the name and full address of the Bidder along with the contact person and the contact number
- (d) Do Not Open Before – the last date of submission

Thus, the outermost envelope will contain three sealed inner envelopes.

Each inner envelope should be super-scribed on the top -

- (a) the Name and Address of the Bidder
- (b) Name of the Work
- (c) Bid Document Fee (with amount) and Earnest Money Deposit (with amount) / Documents for Essential Criteria / Original Technical Bid Document

The address of the designated officer of IIMB:

Chief Manger (Infrastructure)

Estate Section

II Floor, Admin Building

Indian Institute of Management Bangalore,

Bannerghatta Road, Bangalore -560 076

Tenders received with defective sealing of outer envelope or inner envelopes will not be accepted.

Note: If the outer cover of any tender is not addressed to the designated officer mentioned above, such tenders will be summarily rejected.

36. The sealed tenders should be submitted on or before the date and time mentioned in Col.4 of Page 2 of this document. If the last date of submission of bids is declared a holiday subsequent to issuance of NIT, the next working day shall be deemed to be the last date of submission of the tender. The same condition applies to Technical Bid Opening and Financial Bid Submission and Opening also.
37. IIMB may, at its sole discretion, may extend the due date for the submission of tender in case of any type of exigencies, in which case all the rights and obligations between IIMB and the bidder previously subject to the original date shall thereafter be subject to the new date as extended. If such nominated date for submission of bid is subsequently declared as a Public Holiday by IIMB, the next official working day shall be deemed as the date for submission of bid.
38. Bids shall be submitted in the prescribed form only i.e. as per the bid document issued. The bid documents shall be duly filled in, signed with company seal on every page and submitted within the date and time fixed for the submission of the documents. No other format shall be used, except for the Proformas which shall be submitted in the letterhead. Wherever required, particulars can be submitted in annexures but such details shall be clearly mentioned in the respective columns of the original document. All the documents, enclosures, and correspondences will form part of the contract. Tender in any format other than that prescribed in this document shall be liable for rejection. The bidder shall submit an undertaking in **Proforma 'D'** stating that no changes, alterations are made in the Tender Documents issued by IIMB, Bannerghatta Road, Bangalore – 560 076.
39. The bidders qualified in the Technical Bid will be invited for the Pre-Bid Meeting before submission of the Online Commercial Bids. The Minutes of the Pre-Bid Meeting will form part of the Tender Document.
40. Firms shall not contact IIMB on any matter relating to their Proposal from the time of opening of the Technical Proposal till the contract is awarded. If a firm wishes to bring additional information to the notice of IIMB, it should do so in writing at the address indicated. Any effort by the firm to influence IIMB in IIMB's Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the firm's Proposal.
41. **Eligibility Criteria:**
 - 41.1. The prospective bidder must satisfy all the following requirements to be eligible to participate in the financial e-bidding. Bidders who meet following requirements will be considered as qualified and will be invited to participate in the online closed financial bid. IIMB has the right to disqualify those bidders who do not meet these requirements.
 - 41.2. **Essential Criterion:** The bidder should have the minimum Average Annual Financial Turnover (during the previous three financial years) should be Rs.50,00,000/- (Rupees Fifty Lakhs only) and shall submit the documentary evidence for the same, i.e. Returns filed for the three financial years, Audited Balance Sheet and Profit and Loss Account for these three financial years and Auditor Letter certifying the annual turnover of the bidder for these three financial years, **failing which the bidder will not be qualified for the Technical Bid Evaluation.**
 - 41.3. Notwithstanding anything stated in the tender document, IIMB reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such an assessment in the overall interest of IIMB and the decision of IIMB in this regard shall be final and binding.

41.4. Experience: Contractor should have experience of having successfully **completed similar works as described below during last five years in any one of the** following: (copy of the satisfactory performance certificate to be enclosed).

(i) Three similar completed items/works costing each not less than **2.70 Lakhs.**

(Rupees Two Lakhs Seventy Thousand only):

OR

(ii) Two similar completed items/works costing each not less than **3.35 Lakh .**

(Rupees Three Lakhs Thirty Five Thousand only):

OR

(iii) One similar completed items/work costing each not less than **5.35 Lakhs.**

(Rupees Five Lakhs Thirty Five Thousand only):

42. Evaluation:

The technical bid document submitted by the bidders will be evaluated on a maximum of 100 marks. Against this marking, the bidders who score 70% and above will be invited to participated in the Online Commercial Bid.

The IIMB will carry out the evaluation of the bids of only the firms who satisfy the essential criterion mentioned above, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive bid will be given a technical score. A bid considered unsuitable will be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.

43. **Selection criteria for pre bid qualification:**

Bidders who fulfill eligibility criteria will be evaluated based on the following parameters:

1	NAME OF THE AGENCY					
2	BID DOCUMENTS FEES (Rs.280/-)					
3	EMD (Rs.17,000/-)					
4	Eligibility Criteria			Maximum Marks	Firms Scored	Total % Scored
	Financial strength	Required limit (Rs. in lakhs)	Submitted (Rs. in lakhs)			
	Average Annual turnover					
5	Experience in similar class of work					
	Works Particulars	Required limit (Rs. in lakhs)	Worked (Rs. in lakhs)	Maximum Marks	Firms Scored	Total % Scored
A	Single work	5.35		35		
B	Two Works	3.35				
C	Three works	2.70				
6	Work Experience					
	Particulars			Maximum Marks	Firms Scored	Total % Scored
A	Work experience in IIMB			20		
B	Work Experience in Central-Govt./Central autonomous body/centralPSUs/PWDs/CPWD/MES/Railways/Public Sector			20		
C	Work Experience in Reputed private Organization			10		
7	Company Experience					
	Particulars			Maximum Marks	Firms Scored	Total % Scored
A	Company work Experience - 5 years and above (15 marks) Company work experience - below 3 -5 years years (10 Marks)			15		
8	Total Marks			100		
9	Aggregate % achieved					
10	Aggregate % required			70%		

Only those bidders who are qualified in the Technical Bid will be allowed to participate in the Online Commercial Bid.

Chief Manager (Infrastructure)
Indian Institute of Management Bangalore
Bannerghatta Road

FORM OF TENDER

Place :

Date :

To,

**The Chief Manager (Infrastructure),
Indian Institute of Management Bangalore,
Bannerghatta Road,
Bangalore**

Dear Sir,

1. Having examined the Specifications, Scope of work, Designs and Bill of Quantities relating to the Works specified in the memorandum hereinafter set out and having examined the Site of Works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the Works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Bill of Quantities and in accordance with all the conditions, specifications, designs, drawings and instructions in writing referred to in conditions of tender, Appendix to the form of Tender, articles of agreement, general conditions of Contract, special conditions of Contract, appendix to the tender, annexures, safety condition, technical specifications, bill of quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

- | | | |
|----|---|--|
| 1 | Description of Work | “Installation of Air Source Heat Pumps With Solar Water Heaters at Hostel Block” |
| 2 | Estimated Cost of Work | Rs. 6,65,000/- (excluding GST) |
| 3 | Earnest Money Deposit | Rs. 17,000/- (Rupees Seventeen thousand only) to be paid online. (Details of payment are mentioned in this document). |
| 4 | Security Deposit | Security Deposit amount may be deducted from the running bills of the Contractor at the rate of 5% or higher of the gross value of each bill. The entire security deposit amount will be released after completion of the defects liability period of One Year. |
| 5 | Time for completion | One calendar month from date of commencement of work. Date of commencement shall be the date in the Work order . |
| 6 | Should this tender be accepted, I hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract so far as they may be applicable or in default thereof to forfeit and pay to IIMB the amount mentioned in the said conditions. | |
| 7a | I have deposited a sum of Rs. 17,000/- (Rupees Seventeen Thousand only) as Earnest Money on _____ <enter date> through online transfer. UTR No. of the payment of EMD is _____. | |

7b I have deposited a sum of **Rs. 250/- (Rupees Two Hundred Fifty only)** as Bid Document Fees on _____ <enter date> through online transfer. UTR No. of the payment of Bid Document Fees is _____.

8 I agree that in the event of this tender being accepted by you, I/We shall :

- enter into an agreement (as per the approved format of IIMB) within 15 days from the date of Letter of Intent or Letter of Acceptance (LOA).

9 I agree to keep my offer open for acceptance for a period of **120 days** from the date of opening of the online commercial bid.

10 I agree and accept that unless and until the formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding Contract between us.

11 All information and documents required to be submitted as per Tender Notice and Information and Instructions to Bidder and the tender conditions are enclosed.

12 **I further agree to execute all the Works referred to in the said documents upon the terms and conditions, contained or referred to therein and as detailed in the above appendices.**

13 Our Bankers are : (with full address)

[To be filled by Contractor]

i)

ii)

14 The names of Partners of our firm are :

[To be filled by Contractor]

i)

ii)

15 Name of the Partner(s) of the firm :
authorized to sign.

[Article of agreement to be enclosed].

16 Name of person having Power of :

Attorney to sign the Contract

(Certified true copy of the Power of Attorney should be attached).

Yours faithfully,

Signature & seal of the bidder

Names, signatures and addresses of
witnesses to bidder signature :

i)

ii)

APPENDIX -1 TO FORM OF TENDER

(TO BE EXECUCUTED ON NON JUDICIAL STAMP PAPER OF THE VALUE OF Rs. _____ WITHIN 15 DAYS OF ACCEPTANCE LETTER)

AGREEMENT

Articles of Agreement for “Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus” at the Indian Institute of Management Bangalore” (“Agreement”) is executed on the <Insert Present date> day of _____ Two Thousand And _____,

Between

Indian Institute of Management Bangalore (“IIMB”), a society registered under the Mysore Societies Registration Act, now known as the Karnataka Societies Registration Act, 1960 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 “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 Tender dated _____ invited reputed bidders for executing the works in connection with “Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus”.
- The Bidder, being the successful bidder has been issued the Work Order dated _____ bearing 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 Tender Document and the Work Order bearing number _____ dated _____, on “Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus” at the Indian Institute of Management Bangalore”. The approximate value of the project, as per the Work Order is Rs _____ (Rupees _____ Only) exclusive of applicable GST.
- 2) **Term: Time is the essence of the Contract.** The Bidder 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.

3) Payment Terms: In consideration of the service provided by the contractor, IIMB agrees to pay the Bidder as per the terms and conditions mentioned in the tender document. The Bidder shall be responsible for payment of all applicable Taxes on the contract.

- i. After awarding the contract, the bidder shall submit the invoice every month along with the work report of various works carried out during the current month before 2nd of the subsequent month. The Invoice should contain the present date, GST No., PAN No. the amount should be detailed as

Total excluding GST
Add: GST
Grand Total including GST

- ii. IIMB will pay such invoice within twenty one (21) working days from the date of submission of the undisputed invoice to Accounts Section.
- iii. On receipt of the Final payments, the Bidder shall furnish a "No Demand Certificate" to IIMB.

3.a) Taxes & Duties:

The quoted amount shall include all State and Central taxes except GST 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.

3.b) Income Tax Deduction:

As per the prevailing terms, rate shall be deducted and remitted to the Income Tax authorities and Form 16 will be furnished by IIMB in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the bidder, failing which Income Tax at the maximum rate will be deducted.

3.c) Change in Law:

"Change in Law" means the occurrence or coming into force of the following, at any time after the last date of submission of tender. Due to the new tax regime introduced after the commencement of work in pursuance of this contract and in the course of execution of this contract but before completion of this contract, the bidder shall reduce the excise duty element on the material component and additional Custom Duties, if any, and rework the contract price. On the reworked contract price, IIMB will reimburse the taxes viz. Central Goods and Services Tax (CGST) as are claimed in each of the Interim Payment Certificate (IPC)/Running Bill.

4) Obligations of Bidder:

- 4.a) 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.
- 4.b) The Bidder shall comply with all the Terms of this Agreement.
- 4.c) 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.
- 4.d) 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.

4.e) The Bidder shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.

5) **Indemnity:** The Bidder 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 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.

6) **GST (Goods And Services Tax):**

"The bidder should have a valid registration with the concerned authorities and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of work is not available at the time of submission of offer, an undertaking regarding submission of the copy of the requisite GST registration certificate should be furnished along with the Technical Bid Document. Bidder's GST No. and the GST no. of IIMB should be written on the face of invoice submitted to IIMB. Please note that the responsibility of payment of GST lies with the bidder for his portion only. In case GST is applicable for the Tendered work, bidder shall claim GST indicating rate of abatement/ deduction allowed as per "Goods and Services Tax Act" from the 1st invoice itself. Bidder providing taxable GST shall raise invoice / a bill as the case may be, a Challan which is signed, serially numbered and containing the following:

- i) Name, Address & Registration number of such Person / Bidder.
- ii) Name & Address of the person / Bidder receiving Taxable service.
- iii) Description, Classification and value of Taxable Service provided.
- iv) GST amount.

Payments to the bidder will be made, provided the above formalities are fulfilled. In case of statutory variation in GST during the currency of contract, the bidder shall submit a copy of the "Government Notification" to evidence the rate as applicable on the date of submission of bid and on the date of revision. Claim for GST/ Statutory variation in GST should be raised within Two (02) Months from the date of issue of "Government Notification" for payment of differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

NOTE :

- i) **GST is applicable as on the date of service.**
- ii) **L1 will be determined without considering GST element.**
- iii) **Any variation in tax structure during the currency of contract shall be compensated by IIMB to the bidder.**

6.a) Goods and Services Tax (GST): As and when the GST is introduced, the taxes will be paid as per the latest GST Rules.

6.b) The bidder should produce the documentary evidence for the applicability of the category of GST.

7) **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.

- 8) **Termination:** If the work is not carried out as prescribed in the Work Order, IIMB has the authority to terminate the Agreement/Contract as a whole at the risk and cost of the Bidder, with the prior notice of one month.

The Institute will be entitled to terminate the contract forthwith in the event of the bidder committing breach of any of the terms and conditions stipulated in this schedule and the decision of the Chief Administrative Officer is final and binding on the bidder.

9) **Miscellaneous:**

- 9.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.
- 9.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.
- 9.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.
- 9.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.
- 9.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.
- 9.f) **Amendments:** This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.
- 9.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.

- 9.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 Bidder

Witnesses:

Witnesses:

1.

1.

2.

2.

INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS:

1. **TIME IS THE ESSENCE OF THE CONTRACT.**
2. IIMB reserves the absolute right to employ other Contractors or agencies to execute various other parallel activities relating to the Works that form the subject matter of this Tender. The successful bidder / contractor for this Contract shall Work in close co-ordination with any such other Contractor, sub-Contractor or agencies engaged by IIMB at site.
3. PART 'A' of this tender document covers Tender Notice, Introduction, Instructions to Bidder, Form of Tender, Appendices to Form of Tender, General Conditions of Contract, Special Conditions of Contract, Safety conditions, Technical Specifications and Tender drawings. More specific definitions of Special Conditions of Contract are enumerated in Appendix 1 to Form of Tender.
4. **PART "B"** of this tender document covers the Bill of Quantities (BOQ).
5. In case of any discrepancy or ambiguity regarding any detailing found in the tender documents, the bidder has to address all his queries / request for clarifications in PART 'A' of the tender. If the bidder does not have any query / request for clarification, it will be understood that he has gone through all the relevant clauses and he has satisfied himself. No claims or misinterpretation of words will be entertained after the award of Work order.
6. Interested bidders are required to verify the tender documents received by them as to their completeness in all respects and satisfy themselves before submitting the same. If any pages are found to be missing or otherwise defective, the same shall be brought to the notice of the authority issuing the tender immediately and before the last date of submission of tender. If no such defects are reported, it shall be deemed that the bidder has received the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of tenders.
7. The rates quoted shall include and shall be deemed to have included all taxes including the taxes on Works Contract, Excise Duty, Octroi Duty, Fees, Royalties, and any other duties or fees whatsoever leviable under the State or Central Govt. or any other local authorities **EXCEPT GST**. The rates shall also include & shall be deemed to have included any other expenses like transportation of materials to the Work site, handling, loading and unloading thereof and taxes, duties, royalties, fees, whatsoever on materials. It shall be the responsibility of the Contractor to bear any increase in the rates of taxes, duties, royalties, fees etc. new taxes, duties, royalties, fees etc. by any Govt. / Local authorities after opening of tender.
8. Should a bidder find discrepancies or omissions in the tender documents or should he be in doubt as to their meaning, he should address the authority inviting tender for clarification in writing. Every endeavour is made to avoid any errors which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
9. Tenders submitted by post should be posted with due allowance for any delay in postal delivery. IIMB reserves the right to reject the tenders received after the due date.
10. **Security Deposit: 5% of value of the contract will be deducted from the bills and will be paid after completion of defects liability period / maintenance period of ONE YEAR.**

- a) During the above maintenance period, the Contractor shall be responsible to make good, free of cost, all defects or damages which arise due to defective workmanship or the use of substandard materials. If the Contractor fails to make good such defects or damages even after intimation to him within a reasonable time, IIMB shall get the same rectified as it is deemed fit at the Contractors risk and the expenditure incurred by IIMB shall be recovered from any bills or deposits of the Contractor either pertaining to this Contract or from any other Contracts or in case any such sum being insufficient or not available for the recovery or deductions the expenditure incurred by IIMB shall be deemed as a debt due.
11. The Contractor shall consider and include all his claims whatsoever in his final bill which shall construe and mean that the Contractor shall not have any other claims whatsoever against IIMB other than those indicated in the final bill. **“NO DEMAND CERTIFICATE”** stating that he has no other claims on IIMB, except the claims indicated in the final bill, and defect liability amount should be submitted along with the final bill.
12. If the Contractor desires to entrust his affairs to any person or agent, a power of attorney duly authenticated by a Magistrate / Notary / Court / Judge in favour of such person / Agent, shall be submitted to IIMB, acceptance of which shall be at the discretion of Accepting Officer.
13. If the bidder deliberately gives wrong information in his tender or create conditions favorable for acceptance of his tender, the accepting officer reserves the absolute right to reject such tender at any stage and forfeit the earnest money. The accepting officer shall be at liberty to foreclose the Contract without prejudice to any other remedies that may be available to IIMB under the Contract, even after the acceptance of the tender.
14. The successful bidder shall make all arrangements for execution of agreement at his own cost, using the standard format approved by IIMB on appropriate stamp paper and execute the same within 15 days from acceptance of Tender. The Stamp Paper value will be intimated to the successful bidder at the time of award of work.
15. Several documents forming the Contract are to be taken as mutually explanatory to one another. Detailed drawings and figured dimension in the drawings shall be followed, not scaling the drawing.
16. If there are varying or conflicting provisions made in any one of the documents forming part of the Contract, or else otherwise, the following precedence shall be observed :
- i. Tender Notice and Instructions to Bidders shall have precedence over Special and General Conditions.
 - ii. Specifications in Schedule (Bill of Quantities) shall have precedence over Technical Specifications.
 - iii. Special Conditions shall have precedence over General Conditions.
 - iv. With regard to the Conditions, specification and mode of measurement not covered above, the CPWD – SSR shall apply.
 - v. With regard to the specification & mode of measurement not covered above, IS shall apply.
17. The Engineer-in-charge shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding to the Contractor.
18. The bidder shall not increase his quoted rates in case the accepting officer negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be valid for a period of 120 days from the date of opening of tenders. In exceptional circumstances, prior to expiry of the original bid validity period, the IIMB may request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder shall not be permitted to modify his bid, but shall be required to extend the validity of his bid security correspondingly.
19. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to be summarily rejected.

20. The bidder must obtain for himself at his own expense and responsibility, all the information which may be necessary for the purpose of making a tender and for entering into a Contract and must examine the entire tender document, inspect the site of the Work and acquaint himself with all the information about the 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 the matters pertaining thereto.

Access to the site will be given during the tender period by appointment on application made to the authority issuing the tender. The bidder shall ascertain the location, size and condition of the areas available for his use as the Work area and all other information affecting this tender.

IIMB will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any bidder in connection with visits and examination of the site and in the preparation of his tender for submission.

The bidders must note that the information, if any, with regard to the site and local conditions, as contained in these tender documents has been given merely to assist the bidders and is not deemed to be complete. The bidders should note and bear in mind that IIMB shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto. The consequences of the lack of any knowledge, as aforesaid, on the part of the bidders shall be at their own risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by IIMB either during tender stage or the currency of the Contract.

21. No claims with regard to requirement of information of any particular point pertaining to the tender or any change in rate or conditions after the opening of price Bid shall be entertained.
22. Only those tenders which are fully completed in writing on the Form of Tender prescribed, together with all the documents and received by the time and date specified herein will be considered.
23. If any alternations are made by the bidder in the Tender Documents, such Tenders will be liable for rejection.
24. All information supporting the tender shall be in English and all entries made by hand and written in ink. There shall be no over-writing or erasure. All corrections should be attested by the bidder with his dated initials as many times as the corrections occur.
25. The offer of the bidder shall remain valid for acceptance for a period of 120 (One twenty) days counted from following day of the opening of the online commercial bid.
26. The tender sum shall be given in Indian Rupees.
27. The successful bidder to whom the Work Order will be issued by IIMB, shall have to enter into an Agreement with IIMB - within 15 days from the date of issue of Work Order in the form so approved by IIMB.
28. The bidder shall bear all expenses, which he may be required to incur for the above.
29. If the Headquarters of the successful bidder are elsewhere other than the place of work, he shall have a duly authorised Agent at the place of Work from the commencement of the Work until it is completed. Such Agent shall be authorised to act on behalf of the successful bidder to operate and execute terms of Contract.

30. The bidders should quote the rates only in online Commercial Bid. The Schedule of Quantities (Commercial Bid) has been given in this document. **The bidder should not quote any rate in the commercial bid (hard copy) given in this document. If the rate is quoted in the hard copy of the commercial bid given in this document, the tender will be rejected summarily. Please refer Part 'B' for Schedule of Quantities.**
31. **The tendered rate of item(s) against which no rate / amount / empty / not applicable / blank / not quoted is entered by the bidder, shall be liable to be rejected.**
32. In the event of a tender being submitted by a partnership firm, the tender must be signed separately and legibly by each partner or member of the firm, or, in their absence a person holding Power of Attorney on behalf of the firm concerned. In the later case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender and certified true copy (attested only by Gazetted Officer) of the partnership deed must be enclosed along with the tender submitted by the partnership firm.
33. **On acceptance of the tender, name of the authorized representative of the Contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated by the Contractor.**
34. While quoting their rates, the bidders are advised to take into account all factors of any fluctuations in the market rates, etc. No such 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.
35. Before tendering, the bidders are advised to inspect the site of Work and its environment and be well acquainted with the actual Working and other prevalent conditions, position of materials and labour, specifications and all other documents which will impact the execution of the Work which forms part of the agreement to be entered into.
36. IIMB reserves absolute right to appropriate, deduct, set-off or retain/withhold any amount payable to the bidder or Contractor under any head of account including earnest money under this Contract or any other Contract or any other transactions against any sum, which in its opinion is due to IIMB whether subjudice or not under any Contract, deal or transaction whatsoever.
37. All compensations or other sums of money payable by the Contractor under the terms of this Contract may be deducted / recovered / adjusted from his security deposit or from any sum which may be due to or become due to Contractor by company or any accounts whatsoever. In the event of security deposit being reduced by reason of any such deductions / recovery / adjustment, the Contractor shall within 10 days make good by way of Bank Guarantee.
38. If a bidder withdraws his offer after submission of his tender, fails to start the Work in accordance with the instructions of the Engineer-in-Charge, the Earnest money deposited by him may be forfeited without prejudice to any other remedy available to the company under the Contract.
39. IIMB, reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of the tender, time for completion may also be reduced to an extent considered appropriate by the Accepting Authority. The acceptance of the tender in part as mentioned above is at the sole discretion of the Accepting authority and shall be binding on the Contractor.
40. Conditional and un-witnessed tenders, tenders containing freak rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance, with tender conditions laid down by the Accepting Officer are liable to be rejected.
41. Tenders not submitted in the prescribed form are liable to be rejected,

42. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected at the discretion of the Accepting Authority.
43. The instructions to bidder shall be deemed to form an integral part of the Contract.
44. The Bidder shall deploy required Number of Technical Personnel as per Clause 2 of Special Conditions of Contract.
45. All the quality test as stipulated in the tender document or else where deemed necessary by the Engineer-in-charge as per IS shall be carried out at own cost of Contractor.
46. Insurance and indemnities .

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-Contractor. The Contractor 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.

[FORMAT OF AFFIDAVIT]

Sir,

Sub:

Authority:

I, the undersigned hereby state that labourers / employees Working [As per list enclosed] for M/s.

_____ IIMB Ref No. _____

are free from all adverse antecedents. In the event of any unusual act / incidents / accidents caused by the labourers / employees Working for M/s. _____.

I take full responsibility for the lapses and misconduct on the part of labourers engaged by me.

Thanking You

Yours faithfully,

Signature:

Name:

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATION CLAUSES:

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

- a) **“COMPANY”, “EMPLOYER”, “IIMB” and “ACCEPTING AUTHORITY”** shall mean **“Indian Institute of Management Bangalore”** Bangalore.
- b) **“CONTRACTOR”** shall mean one or more Contractor or Contractors jointly or generally engaged in the Works to which these documents pertain to and shall include his / their heirs, executors and administrators.
- c) **“ENGINEER”, “ENGINEER-IN-CHARGE”**, shall mean Engineer Representatives of IIMB and the Consultants appointed by the Company for this specific project, including the Consultant's representative.
- d) **“WORKS SITE” and “SITE OF WORKS”** shall mean the extent of land which the company places at the disposal of the Contractor from time to time for the purpose of executing the Contract Works.
- e) **“As specified” or “As directed” or “As specified and directed as per specifications”** include the entire contents of these documents and also the instructions and/or “Drawings” issued by the Engineer-in-Charge from time to time during the execution of Work.
- f) **“SCHEDULE OF QUANTITIES/BILL OF QUANTITIES”, “SOQ/BOQ”** shall also include schedule of prices, i.e., the items of Work for which the bidders have to quote the unit rate only.
- g) **“CONTRACT” or “TENDER”** shall mean the entire contents of these documents viz.,
 1. Tender Notice
 2. Instructions to bidders.
 3. Acceptance by the Accepting Officer and Work order by Officer-in-Charge.
 4. General conditions of Contract, as per standard form.
 5. Special Conditions of Contract.
 6. Technical Specifications.
 7. Bill of Quantities- Schedule
 8. Any correspondence that has taken place between the Contractor and the firm from the time the tender is submitted to the acceptance is communicated.
 9. Letter communicating the acceptance of the Contractor.
- h) **“Schedule** shall mean the probable bill of quantities.
- i) **“Schedule Bank”** means a bank included in the second schedule to the Reserve Bank of India Act 1934, or modification there to.

2. SUFFICIENCY OF PRICED BILL OF QUANTITIES AND TENDER:

On the acceptance of his tender, the Contractor shall forthwith satisfy himself as to the correctness and sufficiency of his tender for the Works as well as prices stated in the BOQ and the schedule of prices and within seven days of the acceptance of his tender and sign the acceptance, which shall be construed and taken as an acknowledgement on his part of his complete satisfaction and acquiescence as to the sufficiency of the prices. The amount of the tender shall be the sum at which the Contractor agrees to execute the whole of the Works set forth in the BOQ.

3. SUB-LETTING BY THE CONTRACTOR :

- a. The Contractor shall not sub-Contract the whole of the Works. Except where otherwise provided in the Contract, the Contractor shall not subContract any part of the Works without the prior written consent of the Engineer. Any such consent shall not relieve the Contract from any of his liability or obligation under the Contract and he shall be fully responsible for the acts, defaults and neglects of any sub-Contractor, his representative, servants or Workmen hired by him to execute the Works set forth herein, as if they were the acts, defaults or neglects of the Contractor.
- b. Provided that, the Contractor shall not be required to obtain such consent for
 - i. The provision of labour, or
 - ii. The purchase of materials which are in accordance with the specifications or standards specified in the Contract, or
 - iii. The subContracting of any part of the Works for which the sub-Contractor is named in the Contract
 - iv. The purchase of plants and equipment for execution of the Works
 - v. The hiring of plants and equipment for execution of the Works

Any breach of the above conditions shall entitle the Engineer to rescind the Contract.

Provided always that the execution of specific Works by petty Contractors, or on place Work basis, under the personal supervision of the Contractor, shall not be deemed to be sub-Contracted under this clause.

4. TENDERED OR AGREED RATE:

The Contractor shall agree not to petition for revision of rates tendered by him under any circumstances at any stage of the Work, either during execution or when the final claims or Bills are settled.

- 5. In the event of any error in the description or in the quantity in Schedule 'B' or any omission there from shall not vitiate the Contractor or release the Contractor from the obligation of the execution of whole or any part of Contract comprised therein according to the drawings and specifications, or from any of his obligations under the Contract.

- 6. The Contractor shall satisfy himself or shall be deemed to have satisfied himself as to the nature of Works Site, the dimensions, levels, character and nature thereof or other mains, electric cables and other things as regards any connection that may have bearing on the Works that form the subject of the contract, and he shall also inspect the site Works and surroundings, the means of access thereto and agree therefrom and he shall generally obtain his own information on all matters and things which can in any way influence his Tender. No claims for extra Works or costs or otherwise will be allowed in consequence of any misunderstanding, error, incorrect information on these points, or if any other inaccuracies in reference thereto, which may appear on the drawings or in the specification nor shall the Contract be nullified in consequence of any such misunderstanding, error, incorrect information or inaccuracies.

7. ENGINEERS ORDER TO COMMENCE WORKS AND AS TO NON-DELIVERY OF SITE:

The Contractor, having signed the Contract, accepts that the Accepting authority will forthwith give him notice to commence the Works by way of a Work Order and the Contractor shall upon receipt of such notice commence the Works and carry them on at such point or points and in such portions as the Engineer may direct.

The company shall, by way of Engineer's written order, order the Contractor to commence the Works, and order the use of so much of the site of Works as may, in the opinion of the Accepting authority, be required in order to enable the Contractor to commence and continue the successful execution of the Works, and shall from time to time consider proper in that behalf, but the non-delivery in the manner aforesaid of the use of such site, or any portion thereof, shall not vitiate or effect the Contract, nor any provision contained in the specification, not entitle the Contractors to any increased allowance in respect of the money.

8. SETTING OUT WORKS NOTICE:

The Contractor shall set out the whole of the Works and be responsible for the correctness of the position, levels and dimensions of several Works, according to the drawings and written instructions of the Engineer, as applicable. If at any time during the progress of the Works any error shall appear or arise in the position, levels or dimensions of the several Works, the Contractor, on being required to do, by the Engineer, shall at his own expense remove & amend the Work to the satisfaction of the Engineer, notwithstanding that he may have been assisted by the Engineer in setting out the same. The Contractor shall observe, perform and comply with the requirements of all statutes and bye-laws., and shall also serve notices on the authorities having control of all those aspects of the Works that he is responsible to complete as per the Contract and all other things which may be, in any way affected by the execution of the Contract Works.

9. DURATION OF THE WORK:

Time allowed for carrying out the work is from 9.00 AM to 5.30 PM from Monday to Saturday. Night work is not permitted in any case.

10. WATCHMAN, LIGHTS ETC., TO BE PROVIDED BY THE CONTRACTOR:

The Contractor shall at his own cost provide night watchmen at all parts of the Work where necessary or required by the Engineer. He shall also keep all open trenches, excavation or other dangerous places properly and sufficiently lighted between sunset and sunrise and shall provide and fix proper fencing, hoarding and temporary bridges to protect and assist the public traffic. The Contractor shall also at his own cost erect temporary fences on the site of Works where required by the Engineer.

11. MATERIALS TOOLS ETC., BROUGHT ON TO WORKS BECOME THE PROPERTY OF THE COMPANY DURING CONTINUATION OF CONTRACT:

All materials, tools, implements and other things brought by the Contractor upon the Company's Works shall thereupon become, and shall continue to be the absolute property of the company and be considered in its possession, the Contractor having only the right of using the same for the purpose of the Contract. After the Works have been completed and all obligations under the Contract duly fulfilled, the Company shall return to the Contractor the tools, implements and surplus or waste materials remaining on the company's Works Site or order the Contractor to remove them and have it cleared away from the Work Site. Nevertheless the company shall not, at any time be liable for the loss of any of the said materials, tools, implements or other things, but the whole of this liability shall fall upon the Contractor, the same as if they had remained in his possession.

12. POWER TO VARY WORKS:

The Company shall have full power and authority to order Works additional to the Contract from time to time and at all such times as he deems necessary, and to make and issue such further drawings and to give such further instructions and directions as may appear necessary or proper for the guidance of the Contractor and the good and sufficient execution of the Contract, the Contractor shall obey and be bound by the said instructions and directions according to the true

intent and meaning thereof, and as fully and effectually as though they had accompanied, or has been mentioned or referred to in the Instructions. The Company shall also have power to vary or alter the levels or positions of any of the Works that form the subject of this Contract, or may order any of the Works contemplated thereby to be omitted with or without the substitution of any other Works in lieu thereof, or may order any Work or any portion of the Work executed or partly executed, to be removed, changed or altered and, if needed other Works shall be substituted in lieu thereof, and the difference of expense occasioned by any such increase, diminution or alteration so ordered and directed shall be added to, or deducted from the amount of the Contract, agreeably at the prices for similar Work set forth in the bill of quantities or failing which as a derivative to similar Works in the schedule of prices attached thereto, and in the absence of such similar Work being scheduled, then such Work shall be carried out at the rates entered in SSR applicable at IIMB and plus percentage which the total tendered amount bears to the estimated cost of the entire Work put to tender.

The Company will in no case become liable to the payment of any charge in respect of any such conditions, alterations or deviations, unless the instructions for the performance of the same shall have been given in writing and signed by the Engineer nor unless such instructions distinctly state that the matter thereof is to be the subject of an extra or varied charges, in the Work order hereinafter set forth: or unless the claim thereafter shall be made in writing, signed by the Contractor and be made within seven days of the execution of such Work and the materials used, and before the same shall have been placed out of view, or beyond check or measurement; nor unless the value of any altered or varied Works or of any further Works, shall wherever practicable, have been determined and settled before such altered or varied or further Works shall have been commenced. Such value in case of dispute, shall be ascertained by the Engineer, who shall determine, in all cases, whether such previous determinations and settlements were practicable or not, and in all cases when he shall consider the same to have been practicable, the Contractor shall not be entitled to make any claim in respect of such altered, or varied or further Works. It shall, if in the opinion of the Engineer, in any special instance become necessary to execute any additional or substituted Work, either wholly or in part "By the day" the claim therefore shall not to be recognized unless the Contractor shall have delivered to the Chief Manager (Infrastructure) within one day, and so on from day to day a true and exact list of the names, occupations, time and wages of the several Workmen engaged during the previous day, on any and every such Work in respect of whom a change "By the day" is intended to be made in the next succeeding weekly claim Work in respect of whom a change "By the day" shall be made unless, in the opinion of the Engineer, it is impracticable or unreasonable to determine the value of the amount of Work in manner otherwise provided for in these General Conditions.

13. WORKS TO BE EXECUTED IN APPROVED MANNER:

The Works that form 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 instructions and directions, and shall be to the full satisfaction of the Engineer. The Engineer shall have full liberty at all reasonable times to inspect and examine the Works, materials and Workmanship which to him, may when 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 or call upon the Contractor to rectify the said Work to the satisfaction of the Engineer and at the sole cost of the Contractor.

14. WORKS TO BE CARRIED OUT THROUGH OTHER CONTRACTOR :

- a) In the case of the contractor not working to the satisfaction of the Institute, Institute has the right to get the work done through other contractor at the risk and cost of the present contractor without vitiating the existing contract.
- b) In case the contractor supplies the materials but fails to carry out the erection work, the work will be got done through other contractor at the risk and cost of the present contractor.

15. EMERGENCY POWERS:

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 installation or during the period of maintenance, the company may, by their own or other Workmen make necessary repairs at the expense of the Contractors.

16. PRECAUTION AGAINST INJURY TO PROPERTY ADJACENT TO WORKS IN PROGRESS:

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

17. PRECAUTIONS AGAINST ACCIDENTS OR INJURY:

The Contractor shall, at his own expense, share, protect, support, alter, restore, make good and maintain, as may be necessary, all buildings, water and gas pipes, sewage, drains, electrical cables and other things, which may be disturbed, exposed or injured during the execution of the Works, or in consequence of the execution of the Works, and shall also provide for the continuous use of all buildings, pipes, sewers, drains, electric cables and other things, the use of which may be liable to interruption during the progress of the Works. The Contractor shall, at his own expense restore all such buildings, water and gas pipes, sewage, drains, electric cables and other things to the satisfaction of the Engineer, and he shall likewise, at his own expense, construct and maintain such Works as may be necessary for the due permanent support of all such buildings, pipes, sewage, drains, electric cables and any extra timbering which may be temporarily required, and all labour in fixing and removing the same and shall at his own expenses provide other things not within the installation of the Works, and keep indemnified, the company and its officers from and against all actions, suits, claims, penalties, liabilities, costs, expenses and demands whatsoever, by reasons of or on account of damages to such buildings, pipes, sewage, drains, electric cables and other things, whether caused by the execution of the Contract Works or the insufficiency of the aforesaid permanent support. The company may deduct the expenses thereby incurred or to which the company or its officers may thereby be put or be liable, or which may be incidental thereto, from the amounts of any sum or sums due or to become due to the Contractor or may recover the same by action at law or otherwise from the Contractor, and the company may compromise any such action, suits, or other proceedings, or such items as it shall see fit and the Contractor shall thereupon pay the company the sum or sums paid by the company upon the occasion thereof and shall in every case pay such sum or sums and shall fully indemnify the company against claims arising out of accidents or injuries according to the present stipulation.

18. EXTENSION OF TIME:

If the Contractor shall desire an extension of time for the completion of the Work on the ground of his having been 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, at his sole discretion, authorize such extension of time as he deems necessary for the completion of the Works, and his decision shall be final and binding on the Contractor

19. ROYALTIES:

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

20. REJECTED MATERIAL:

All the material that are rejected by the Engineers shall at once be removed from the site by the Contractor at his own cost.

21. SCOPE OF COMPLETION:

Completion includes completion of all Works in accordance with the Contract which shall include plans and specifications, removal of all yard mess accumulated during the installation, leveling and cleaning up the site and generally cleaning the whole building or Works.

On intimation from the Contractor about the completion, the Works will be inspected by the Engineer-in-charge and upon the satisfaction of the Engineer-in-charge, a completion certificate will be issued.

22. FINAL MEASUREMENT:

The final measurement must invariably be proceeded by a through re-measurement of the whole of the Work performed which will be made by the Company's authorized representative at which the Contractor or his accredited agent must be present. Should he not attend to this, the measurements will proceed without him, and he will be precluded from making any protest subsequently.

23. OFFICE ACCOMMODATION FOR CONTRACTOR'S STAFF:

The Contractor shall, at his cost, provide and maintain in an approved portion, a proper office accommodation for his representative and Contractor's staff, which shall be open at all reasonable hours to receive instructions, notices or communications, at the IIMB premises. The said Office Accommodation shall be vacated on completion of the Works, and the Contractor shall make good all Work disturbed, as applicable.

24. SECURITY AND PROTECTION:

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

25. SIGN BOARD AND HOARDINGS:

The Contractor shall not affix or place any placards or advertisement of any description or permit the same to be affixed or placed in or upon any hoarding, gantry, building/structure other than with the written approval of the Engineer In Charge.

26. SCIENTIFIC AND MEASURING INSTRUMENTS:

All the Scientific and Measuring Instruments required for the execution of the Works set forth herein, viz. Installation of the Diesel Generators shall be provided Workby the Contractor at his expense for the due performance of this Contract as instructed by the Engineer-in-Charge.

27. INSURANCE AND INDEMNITIES

Before commencing the Work, the Contractor shall obtain, at his own cost, insurance cover under the following requirements.

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

28. DAMAGE TO PERSONS AND PROPERTY

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

29. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:

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

30. ATTENTION:

- i. The Contractor 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.
- ii. Time will be the essence of the Contract and the Contractor is to complete the whole of Work in the time stated in the tender, subject to the schedule of conditions.
- iii. The Contractor is to provide at all times during the progress of Work and the maintenance period proper means of access, with ladders, gangways etc., and the necessary attendants to move and adopt as directed for inspection of their representatives. No separate rate will be allowed.
- iv. The Contractor is to keep all the Workers and sub-Contractors, as the case may be, hired by him for the execution of the Works, 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.

31. SAFETY CONDITIONS:

The Contractor shall take all safety precautions and measures to 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 as applicable. Some of the more important measures are listed below. The Contractor 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.

32. OTHER CONDITIONS:

- a) The bidder should be the manufacturer of the product.
- b) Completely imported products are not acceptable. Products should be exclusively manufactured in India.
- c) The site is located at 4th floor. Shifting of materials should be arranged by the contractor only.

General conditions stated under Clause are fully read and are acceptable to me/us.

Place:

Date :

SPECIAL CONDITIONS OF CONTRACT

1. SITE VISIT :

The Contractor shall visit the site to acquaint himself with the site conditions and study the drawings and specifications in detail prior to tendering 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.

2. SITE SUPERVISION :

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

3. DAMAGE TO SERVICE LINE ETC. , OF THE COMPANY :

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

4. The Work schedule shall be submitted on the enclosed activity schedule along with the equipment and manpower mobilization schedule envisaged for timely completion of Work within the stipulated time provided for completion of Work.

5. PROVISION OF MACHINES, TRANSPORT ETC. :

Contractor shall provide himself with requisite number of welding sets, hoisting equipment, transport vehicles etc., required for the complete satisfactory execution of Work. The Contractor shall furnish list of specific equipment's to be mobilized by him, of acceptance of Contract as agreed or directed by the Engineer-in-charge.

6. MATERIALS SUPPLIED BY THE CONTRACTOR :

The Contractor shall procure and furnish, in accordance with Technical specifications enclosed with this tender, all materials required for the successful execution of the Works, set forth herein in the Contract.

7. OTHER MATERIALS

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

8. SUPPLY OF ELECTRICITY AND WATER:

a) ELECTRICITY:

Electricity shall be provided only for use in office & area lighting at Work site limiting to a maximum of 5 KW. This however doesn't include electricity for labour / staff hutment / colony. No electricity shall be provided for running of Works equipment like welding machines, grinder, winches etc

In case the successful bidder requires electrical supply for purpose of lighting only, the energy provided for lighting shall be charged as per prevailing BESCO tariff rates at the time based on actual utilisation. The supply shall have to be tapped off by the Contractor from the tap off point indicated to him by the Manager (Elec.) in the IIMB distribution netWork at his own cost. The Contractor shall have to fix a meter, at his own cost. In case the meter goes out of order, the assessment of electric or energy consumption as made by IIMB's Engineers shall be binding on the Contractor.

The supply shall not be given unless the temporary electric installation is certified as safe by the Engineers of electrical section. However no claim for extension of Work shall be entertained on account of non- availability of power by IIMB ,the Contractor thus shall have his own back-up arrangement for such circumstances.

9. GST (GOODS AND SERVICES TAX) :

"The bidder should have a valid registration with the concerned authorities and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of work is not available at the time of submission of offer, an undertaking regarding submission of the copy of the requisite GST registration certificate should be furnished along with the Technical Bid Document. Bidder's GST No. and the GST no. of IIMB should be written on the face of invoice submitted to IIMB. Please note that the responsibility of payment of GST lies with the bidder for his portion only. In case GST is applicable for the Tendered work, bidder shall claim GST indicating rate of abatement/ deduction allowed as per "Goods and Services Tax Act" from the 1st invoice itself. Bidder providing taxable GST shall raise invoice / a bill as the case may be, a Challan which is signed, serially numbered and containing the following:

10. PROGRESSIVE EXECUTION :

The Contractor shall agree to execute the Work progressively in co-ordination with the concerned Officers of IIMB and as directed by the Engineer-in-Charge.

11. DEVIATIONS AND AMENDMENTS :

1) Bidder shall execute all the Works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in the Schedule and also carry out only such deviation as may be ordered, in writing by the Engineer In Charge.

12. PRICING OF DEVIATION

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

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

13. ACCEPTANCE OF TENDER :

The Company reserves the right to accept tender in parts (i.e. on the basis of the lowest quotation for each part) or as a whole at its own discretion and hence it is important that the bidders take sufficient care and quote reasonable rates in each part so that if one part is separated and

entrusted to the Contractor he should be able to do it without difficulty. The rate quoted for similar item should be consistent.

14. RIGHT TO ACCEPT THE CONTRACT :

The Company also reserves the right not to accept the lowest or any other tender at its own discretion without assigning any reason whatsoever.

15. TIME DELAY AND EXTENSION :

Time is the essence of the Contract and the completion period is specified in the tender documents. A Work schedule based on enclosed activity schedule shall be prepared in direct relation to the time stated for completion in the Contract document or the Work order for completion of the individual items thereof and of the Contract or Work order as a whole. It shall indicate the forecast of the dates for commencement and completion of various trade processes or sections of the Work and shall be amended as may be required by the agreement between the Engineer-in-Charge and the Contractor within the limitations of the time imposed in the Contract documents or Work order.

16. IF THE WORKS BE DELAYED :

- a) by force majeure, or
- b) by reasons of abnormally bad weather, or
- c) by reasons of civil commotion, local combinations of Workmen strike or lockout, affecting any of the tradesmen employed on the Work, or
- d) by reasons of delay on the part of nominated suppliers which the Contractor has in the opinion of Engineer-in-Charge taken all practical steps to avoid or reduce, or
- e) by reasons of delay on the part of the Contractors or tradesmen engaged by IIMB in executing Works not forming the part of Contract, or
- f) by reason of any other cause, which in the absolute discretion of Accepting Officer is beyond the control.

Then, in such cases, 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 Contractor 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 Contractor 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.

17. FORCE MAJEURE:

If, at any time during the currency of the Contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor 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.

- a. 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.
- b. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- c. 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.
- d. If the Contractor is fore-closed under this clause, the Contractor shall be paid fully for the Work done under the Contract, but not for any defective Work. 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.

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.

18. PENALTY FOR DELAY IN EXECUTION:

In case of failure on the part of Contractor 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 Contractor 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 %**.

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

19. CANCELLATION OF CONTRACT FOR CONTRACTOR DEFAULT

If the Contractor:-

- a) Makes default in commencing the Work within a reasonable time from date of handing over of the site and continues in the state after a reasonable notice from Engineer In Charge.
- b) 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.
- c) Fails to comply with any of the terms and conditions of the Contract before or after reasonable notice in writing, orders properly issued there under, or
- d) 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 the Work completed 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 Contractor under this Contract, the Contractor shall either pay the

excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Contractor by other means, viz., the excess amount may be adjusted or set off against any sum payable to the Contractor under this or any other Contract with IIMB.

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 Contractor 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.

20. FORECLOSURE OF CONTRACT FOR ADMINISTRATIVE REASONS:

IIMB reserves the right to terminate the Contract at any time after acceptance of the tender if IIMB decides 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 Contractor and settled after taking into consideration the loss suffered by the Contractor on account of the foreclosure of the Contract. The Contractor 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 takeover the Contractor's materials or any part thereof, either brought to the site or to which the Contractor is legally bound to accept the delivery from the suppliers.

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

21. ENCLOSURES :

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.

22. MODIFICATION OF SPECIFICATIONS :

No modifications or changes of specification in the Bill of Quantities will normally be accepted & such specification and rates are liable to be rejected at the sole discretion of the Engineer in Charge.

23. RUNNING ACCOUNT BILL & FINAL BILL

During the progress of the Works, the Contractor shall prefer claims giving details of Work done along with rate and value to the Engineer in charge. These claims are called RAR bills and RAR payments will be 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 and recommend payment of the bill with due adjustment for recoveries and RAR payment (including material advance) effected.

On completion of the Works, a final bill shall be submitted by the Contractor within ONE MONTH from the date of completion of the Work, so as to ensure payment being made before the expiry of six months from the date of completion of Work. A 'NO DEMAND CERTIFICATE ' against the company shall be given by the Contractor as per this Contract .

24. 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 Contractor, the Accounts Department of the Division will make an adhoc payment against the final bill, based on the recommendations of the Engineer-in-charge in writing. The following guidelines may be adopted while making such adhoc payment.

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

25. MAINTENANCE / DEFECT LIABILITY PERIOD:

The normal period of maintenance for all Work (other than maintenance Works) will be **twelve months** from actual completion of Work. During this period the Contractor will be responsible to rectify 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 Contractor in writing to rectify the defects noticed.

The Security Deposit will be refunded only after the Completion of the maintenance period after inspection by the Engineer-in-Charge.

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 Contractor to the company under the terms and conditions of this Contract may be deducted from this SD or from any other sums that may be due, or may become due to the Contractor by the company on any account what so ever, and in the event of the SD being reduced by reasons of any such deductions the Contractor shall within ten days there after make good these deductions.

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.

26. RECOVERY FOR ANY OVER PAYMENT MADE

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

27. DISMANTLED MATERIALS

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

28. INSURANCE

Contractor shall provide for adequate cover to his employees as per provisions of Workmen's Compensation Act.

29. ARBITRATION:

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.

- 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.
- 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.
- c. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- d. The Work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- e. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties on fixing the date of first hearing.
- f. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- g. The venue of arbitrator shall be a place as may be fixed by the arbitrator at his sole discretion.
- h. The award of the arbitrator shall be final, conclusive and binding on both the parties to this Contract.

30. WORKMEN'S COMPENSATION ACT AND OTHER LABOUR ACT:

The Contractor shall employ labour, in sufficient number to maintain the required rate of progress and of quality to ensure Workmanship of the degree required by the specification and to the satisfaction of the Engineer In Charge. The Contractor shall remain liable for the payment of all wages or other money to his Workers or employees under the Payment of Wages Act, Employer liability Act, Workmen's compensation Act, ESI Act or any other Act or enactment relating thereto and rules framed thereunder from time to time. The Contractor shall engage labour only on and during the hours of Working days unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the IIMB.

31. INTERPRETATION:

- a) In interpreting the conditions of Contract, singular also means plural, male also means female or neuter and the other way around as the context requires. Headings have no significance. Words have their normal meaning under the language of the Contract (English) unless specifically defined. The Engineer in-charge or his nominee will provide instructions clarifying queries about the conditions of Contract.

- b) If sectional completion is specified in the Contract data, references in the conditions of Contract to the Works, the completion date, and the intended completion date apply to any section of the Work (other than references to the completion date and intended completion date for the whole of the Works).

32. TERMINATION OF CONTRACT FOR DEATH:

Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies or attains legal disability, the Accepting Officer shall have the option of terminating the Contract without any compensation to the Contractor. IIMB shall have the right to get the Work completed or through any other Contractors or agency at the cost and risk of the Contractors or his successors in interest.

33. TERMINATION OF CONTRACT FOR FAILURE IN PERFORMANCE BY CONTRACTOR:

If the Contractor fails to perform the work set out in this Agreement within the stipulated period of time mentioned in the Work Order 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.

34. TERMINATION OF CONTRACT FOR DELAY IN SUPPLY OF MATERIALS:

If the Contractor fails to supply the materials within the scheduled time as mentioned in the Work Order, Institute has the right to terminate the contract and forfeit the EMD.

35. TERMINATION OF CONTRACT FOR SUB-STANDARD QUALITY OF MATERIALS:

If the materials supplied by the contractor are not as per the approved standards of the Institute, the contract will be terminated and the payment for supply will not be made and the EMD will also be forfeited.

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 damage caused to IIMB in procuring such services from any other third party.

36. RESPONSIBILITY OF CONTRACTOR AGAINST RISKS :

During currency of the Contract it shall be the responsibility of the Contractor to safeguard all materials (tools, tackles, plant, equipment etc. either issued by IIMB or brought by the Contractor), against all losses, damages, on account of thefts shortages, fire or any reasons whatsoever and IIMB shall not be responsible for loss, damages etc. as aforesaid. The Contractor shall solely be responsible for protecting and securing such property.

37. INSPECTION OF WORK :

- a) The Engineer-in-Charge shall have power at any time to inspect and examine any part of the Works either at the manufacturing plant or at the site of execution and the Contractor shall give such facilities as may be required to be given for such inspection and examination.

b) Should the Engineer-in-Charge consider, at any time during the Installation 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 Contractor 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 and 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 Contractor. However, the liability of the Contractor under this conditions shall not extend beyond the maintenance period except as regards Workmanship which the Engineer In Charge shall have previously given notice to the Contractor to rectify.

38. APPROVAL OF WORKS BY STAGES:

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

If any Work is so disallowed, the same shall be redone by the Contractor at his cost to the satisfaction of the Engineer-in-charge. Also in the event of failure of the Contractor 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 Contractor's expense.

39. SUBMISSION OF AGREEMENTS, HYPOTHECATION DEEDS ETC:

Any Agreement, any Hypothecation deed etc. required to be executed under this Contract shall be made at the cost of the Contractor with proper stamp duty as per the Formats enclosed respectively. However, the Accepting Officer shall have the rights to alter, modify, delete any materials in such formats as deemed fit by him.

Special Condition as stated in Clause are fully read and are acceptable to me/us.

I / We agree to execute the above Contract as per drawings and specifications of IIMB within the stipulated time of **One Month** from the date of commencement specified in the Work order.

Date:

Name:

Address:

TECHNICAL SPECIFICATIONS

Hostel M Block:

Description	UOM	Details
Heating Capacity	kW	22
Input Power	kW	6
COP		3.8
Max Running Current	Amps	12.5
Power Supply		415V 3PH – 4Wire -50 Hz
Controller		Microprocessor Controller
Water Heat Exchanger		BPHE
Hot Water Production (Difference in Temp. 30 Deg C)	L/h	510
Max Outlet Temp.	deg C	60
Water Connection Spec		1"
Refrigerant		R407C
Type of Compressor		Emerson Scroll X 1
Air Heat Exchanger		Fin - Tube
Fan Motor Qty	No	1
Circulation Pump		1
Provision for Change over Switch for Electrical Coil		1
Pressure Guage		1

MDC A3 Block:

Model	UOM	XTVY-013KW
Heating Capacity	kW	13.7
Input Power	kW	3.7
COP		3.7
Max Running Current	Amps	12.5
Power Supply		415V 3PH – 4Wire -50 Hz
Controller		Microprocessor Controller
Water Heat Exchanger		BPHE
Hot Water Production (Difference in Temp. 30 Deg C)	L/h	300
Max Outlet Temp.	deg C	60
Water Connection Spec		1"
Refrigerant		R407C
Type of Compressor		Emerson Scroll X 1
Air Heat Exchanger		Fin - Tube
Fan Motor Qty	No	1
Circulation Pump		1
Provision for Change over Switch for Electrical Coil		1
Pressure Guage		1
Make		Indian

Technical Specs of MS Tank

Supplying, installation and testing and commissioning of storage type Mixing tank (capacity 2000 Ltrs) made of Mild steel , epoxy painted inside and outside ,tested to a pressure of 8 kg/sq.cm, capable of storing hot water insulated with 50 mm thick Rock wool with wire mesh around and clad with 26 SWG aluminum. Mixing tank shall be of dish end type with working pressure of 5 kg/cm² Shell shall be fabricated with 5 mm thick plate and dished ends with 6 mm thick plates complete with man hole cover, safety valve drain, nozzle, inlet and outlet nozzles. The Mixing tank shall have thermal sensors for automatic operation and integrated into the electrical Circuit of the circulation pumps and the Heat Pump. Tank should be subjected to pressure test as per IS code and certificate should be submitted.

FPM Block:

Description	UOM	Details
Heating Capacity	kW	9.3
Input Power	kW	3.7
COP		3.7
Max Running Current	Amps	5.5
Power Supply		415V 3PH – 4Wire -50 Hz
Controller		Microprocessor Controller
Water Heat Exchanger		BPHE
Hot Water Production (Difference in Temp. 30 Deg C)	L/h	200
Max Outlet Temp.	deg C	60
Water Connection Spec		1"
Refrigerant		R407C
Type of Compressor		Emerson Scroll X 1
Air Heat Exchanger		Fin - Tube
Fan Motor Qty	No	1
Circulation Pump		1
Provision for Change over Switch for Electrical Coil		1
Pressure Gauge		1

MAKES OF COMPONENTS

SI.No.	Item	Make
1	Compressor	<ul style="list-style-type: none"> • Emerson • Danfoss
2	Micro Controller	<ul style="list-style-type: none"> • Dixell • Carel
3	Heat Exchanger (BPHE)	<ul style="list-style-type: none"> • GEA • SWEP • Danfoss
4	Pump	<ul style="list-style-type: none"> • Kirloskar • Grundfoss
5	MCB / MCCB	<ul style="list-style-type: none"> • Schnider / ABB / Legrand
6	Timer	<ul style="list-style-type: none"> • Sebas / Select / L&T / CAPL
7	Pressure Guages	<ul style="list-style-type: none"> • Hongsen / Patton
8	Wires	<ul style="list-style-type: none"> • Polycab / Anchor / Havells

ERECTION, TESTING & COMMISSIONING

1.0 Scope:

Receiving, Inspection, Unloading, Storage, Installation, Testing and commissioning of the Heat Pump shall be in accordance with the specified code of practice manufacturer's instructions.

2.0 Handling / Unloading:

Equipment and all its accessories shall be handled / unloaded carefully in its upright position as indicated in the packing case. Proper care must be taken while shifting materials to roof top from Ground Floor level.

3.0 Storage:

Equipments shall be stored under shelter in a well-ventilated, dry place and covered by suitable polythene or tarpaulin covers for protection against moisture.

4.0 Erection:

Heat Pump shall be installed on Hostel roof top at Level 3.

5.0 Tests:

Site tests should be conducted as per the satisfaction of the client before handing over of the system.

PROFORMA – A
AUTHORIZATION LETTER

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

To

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

Sub: Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus

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

Signature of Authorizing the Bidder

Name of Authorizing Authority of the Bidder

PROFORMA – B
ACCEPTANCE OF TERMS AND CONDITIONS

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

To

Chief Manager (Infrastructure)
Estate Section

Indian Institute of Management Bangalore
Bannerghatta Road,
Bangalore - 560 076

Sub: Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus

CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:

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

I/We are fully qualified to do the said work and have understood the scope of work, terms and conditions, IIMB time schedule and the rates will be quoted separately in "**Online Price Bid**".

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

UNDERTAKING LETTER

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

To

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

Sub: Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus

Dear Sir,

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

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

Signature & Name of the Bidder

PROFORMA – 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:

SI.No.	Particulars	Particulars
1	Name of the Bidder/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	
10	GST Number	

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold IIMB responsible.

Please find enclosed a cancelled cheque for your reference.

Authorized Signatory:

Name:

Designation:

Date:

Signature attested by banker –

Signature

Name:

Designation:

Date:

PROFORMA – E

DECLARATION LETTER

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

To

Chief Manager (Infrastructure)
Estate Section
Indian Institute of Management Bangalore
Bannerghatta Road

Bangalore - 560 076

Sub: Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus

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 in accordance with the conditions, scope of work & instructions in writing referred to in conditions of Technical Bid, articles of agreement, general conditions of contract, annexures, safety conditions and in all other respects in accordance with such conditions so far as they may be applicable.

The document being read and understood all the contents of the Technical Bid Document do hereby accept all the Terms and conditions laid down in the said Technical Bid document and will abide by the same on acceptance and award of work.

Yours faithfully,

FOR M/s _____



ANNEXURE-1

e-Bidding Conditions

NATIONAL ELECTRONIC FUNDS TRANSFER / REAL TIME GROSS SETTLEMENT

(To be filled in by the Applicant in BLOCK LETTERS)

Customer's Copy

Counterfoil

Date: / / .

PART – 1 (Details of applicant/remitter/originator)

- 1 Remitter's Name: _____
- 2 Bank Name/ Branch: _____
- 3 Account Name: _____
- 4 Account No.: _____
- 5 Type of Account: SB/CA/CC: _____

Details of Beneficiary:

Instructions to Bankers: PLEASE ENTER A/c No. SEPARATELY FOR EACH CHALLAN AND GENERATE SEPARATE UTR No. FOR EACH CHALLAN AS THE A/c No. WILL BE DIFFERENT FOR EACH CHALLAN.

Account No. CP0199999939651628
Centre/IFSC Code: CITI0100000
Bank: CITI BANK
Branch: MUMBAI
Beneficiary Name: KEONICS
Type of A/c.: CURRENT
Account Name: NK
Amount Rs. (a): Please see Page 65 of this document
(includes CITIBANK Appln Process)
Bank Charges Rs.(b): _____ (Local Bank's charges extra)
Total Amount Rs.(a+b):* _____
Total in words: _____

*If the Credit Amount is less than Total Amount, the payment reconciliation is liable for rejection.

Instructions for bidders:

- 1) Do not re-use the challan for other tenders.
- 2) Do not alter/modify the Amount or any other printed matter in the challan.
- 3) Retain a copy of the counterfoil acknowledged by the Bank for your reference.

Customer's Signature:
Contact Phone No.:
CHALLAN TYPE: Registration, Processing fee and DSC

For Bankers:
UTR/Remittance No.

KARNATAKA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD
(A Government of Karnataka Enterprise)
No 29/1, Race Course Road. Bangalore -560 001

Tel: 080-22262203, 22352608, 22257201 Fax: 080-22200165

Website: www.keonics.in

E-Mail : Info@keonics.com

e-BIDDING CONDITIONS

1. LETTER TO ALL THE VENDORS REGARDING E-BIDDING PROCESS:

Dear Sirs,

Karnataka State Electronic Development Corporation Limited (M/s KEONICS) wishes to conduct an online tendering for Selection of Vendors for the work of **“Installation of Air Source Heat Pumps with Solar Water Heaters at Hostel M Block, FPM Block and MDC A3 Block at IIMB Campus”**. M/s KEONICS will provide your representatives with the entire key inputs and necessary training, so that you can successfully participate in this tendering process.

You shall get registered with M/s KEONICS by making online e-Payment using Credit/Debit card or Net banking Mode (**Rs.5,000/- + GST**) in favour of **M/s KEONICS, Bangalore**. Other vendors, including those registered with IIMB or M/s KEONICS do not automatically qualify for participation.

Please Note: The Registration Fee for registering online for participating in IIMB related tenders is Rs.2,000/- (exclusive of GST) which is valid for a period of one year from the date of payment of Registration Fees to M/s KEONICS.

Please Note: The Digital Signature Fee is Rs.4,300/- (exclusive of GST). The vendor already possessing the Digital Signature need not pay the Digital Signature Fee.

Please Note: The e-Tender Processing Fee (mentioned above) is to be paid for every tender. This fee is valid for that particular tender only, for which the fee is paid.

Place of Enquiry about e-Tender processing and fees:

**M/s KEONICS through M/s Antares Systems Ltd.,
'Sri Srinivas Krupa'. #43/A, Havanur Circle,
Near Pavithra Paradise Hotel, Basaveshwaranagar,
Bangalore – 560079.**

The e-bidding process as envisaged consists of the following steps which are indicated below:

e-Bidding / Electronic Bidding / Web Bidding / Online Bidding is the simulation of the manual bidding process on the internet, i.e. the eligible vendor can log on to the internet site specified, using unique user name and password and place his Financial Bids. The eligible Vendors will be trained by M/s KEONICS personnel on the procedure of submitting the bids online. The bids placed by the Vendors are confidential and will be opened by the authorized official using a special electronic key / password at the date and time specified and not earlier than that. No other person can gain access to the information regarding the bids, which is confidential in nature.

Closed online bid: The vendors are requested to upload their individual item rates, based on the rates arrived at by them for individual item, online during the date and time intimated to the vendors.

The lowest bid will be determined from amongst the closed bids and the lowest tender of the online bid.

As we understand, there are essentially two differences between this and the equivalent process.

The bid would be submitted online by you while operating from your work desk instead of the traditional mail/fax/face to face/paper means. All you need is a PC with a browser interface and an Internet connection.

Instead of a one-time best financial bid, you will now be able to interact and react on the spot to the changing competitive bids, thereby taking advantage of the intrinsic transparency in the whole process.

Hard copies of the Bid Document should contain blank Bill of Quantities (Rates shall not be quoted).

As you can see, there are three very conspicuous gains in adopting this process as a transacting tool.

- (a) Considerable reduction in demands on your time, which otherwise would have been spent on many price negotiations. This also will lead to quicker order finalization at your end.
- (b) Reduction in your cost as you do not have to travel, to and from, to the offices of M/s KEONICS and there is no need to make those umpteen calls.
- (c) Complete transparency in the involved numbers amongst the operating community, leading to sound decisions.

We look forward to your enthusiastic response to this business opportunity and your active participation in the online e-bidding event. We believe this process is futuristic and now-a-days; the future seems to be approaching all of us within days!

Yours sincerely,

M/s KEONICS

(No signature is required, as the document is computer generated)

2. CONTACT INFORMATION:

e-Bidding Queries

Karnataka State Electronic Development Corporation Limited
(M/s KEONICS)
(A Government of Karnataka Enterprise)
No 29/1, Race Course Road. Bangalore -560 001

Tel: 080-22262203,22352608,22257201 Fax: 080-22200165

Website: www.keonics.in

E-Mail : Info@keonics.com

Contact Person: Mr. Prabhushwamy - 96861 96760
Mr. Mohan - 96861 96765

3. PROCESS INSTRUCTIONS:

A. e-bidding Process:

Eligible Vendor will be trained by M/s KEONICS personnel on the procedure for placing their financial bids online.

After attending the training, the Vendors are advised to submit the Satisfactory Completion of Training Certificate and to place their bids online before the time frame intimated to the vendors.

B. Closed Online Bids:

Only e-bidding will be conducted for obtaining the financial bids. The eligible Vendors are required to send a declaration online regarding compliance to the terms and conditions while placing the closed online bids. For this, the vendors should submit online the **Satisfactory Training Completion Certificate** by filling in the format by downloading from the e-bidding website, typing in the vendor's company letterhead, scanning the signed letterhead and uploading the same. The vendors will be allowed to upload their bids only after uploading the Satisfactory Training Completion Certificate. The Vendors are required to upload their bids online within the date and time as intimated to the vendors.

4. CLOSED ONLINE BID:

Sl.No.	Closed Online Bid Rules
1	Vendors must register in M/s KEONICS' Tender Service Provider Website as per the training given by M/s KEONICS. Vendors are advised to make a note of their User Name and Password after the registration. The username and password are case sensitive. The Vendors are requested to change the password and also not to reveal the same to anyone else.
2	Closed online Bid: The Vendors shall send their declaration regarding compliance to the terms and conditions online before submitting the closed online bid. In the closed online bid, the Vendors are required to upload their bid item rate based on the details furnished in the Technical Bid and Financial Bid.
3	Server Time in M/s KEONICS site will be the basis of Start time and Closing time for bidding.

4	Vendors may use the 'Auto Bid Up To' feature in the M/s KEONICS site from the start time of bidding for each work.
5	Vendors can get explanation about the features / options like Work Name, Starting Bid, Server Time, Start Time, Closing Time, Bid History and Auto Bid up to – during training by M/s KEONICS.

5. E-BIDDING PROCESS COMPLIANCE STATEMENT:

(This statement must be filled and duly signed by the vendor and submitted to M/s KEONICS along with signed hard copies of declaration regarding compliance to Terms & Conditions).

The following terms and conditions are deemed as accepted by you on participation in the bid event:

- a) The Vendors are required to upload their individual item online during the date and time as intimated to them.
- b) The vendors cannot change price once submitted.
- c) You are deemed to have accepted the bid rules on participation at the bid event. M/s KEONICS will make every attempt to make the bid process transparent. However, the decision by the IIMB to award the work would be final and binding.
- d) Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of Indian Institute of Management Bangalore indicated in the bid document. Bidding process related queries could be addressed to M/s KEONICS personnel indicated in the bid document.
- e) It is brought to your attention that the bid event will lead to the price discovery.
- f) The other terms and conditions are indicated in the bid document issued.
- g) You need to submit the closed online bid as per the e-bidding rules.
- h) Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s KEONICS. However, M/s KEONICS will make every effort to ensure availability of technology resources to enable continuous bidding. You can call customer care at M/s KEONICS and make a proxy bid if internet connection is down. However, this has to be considered and endorsed by you using alternative communication such as fax or e-mail immediately. M/s KEONICS does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors out of its control.
- i) M/s KEONICS does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between the vendor and IIMB.
- j) Your participation in a bid event is by invitation from IIMB and M/s KEONICS jointly.
- k) Bids once made cannot be withdrawn or modified under any circumstances. In the case of a bid being withdrawn action will be initiated as per the tender conditions. M/s KEONICS reserves the right to either initiate a fresh auction or enter into negotiations with the remaining Vendors in addition to any other action that may be taken by M/s KEONICS.
- l) M/s KEONICS can decide to extend, reschedule or cancel an auction.

- m) M/s KEONICS, neither any related company, nor any of its owners, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

Note: In case of any operational problems during the submission of closed online bids, the same may have to be reported to M/s KEONICS immediately. The decision to reschedule, postpone or cancellation of the entire process will be taken by M/s KEONICS based on the merit of such reports. In case of temporary suspension, when the closed online bids to be restarted, will be intimated to the vendors on M/s KEONICS website. The process will come to an end after a waiting period of 30 minutes for the Vendors to register any protest. Therefore the Vendors are advised not to logout from their PC's till an announcement is made regarding the closure of whole process in a complete manner in M/s KEONICS website.

In case of postponement or cancellation of the bids, the same will be intimated to the Vendors over M/s KEONICS website. The Vendors are advised to visit M/s KEONICS website, also for any Notices Inviting Tenders, Circulars and Corrigendum etc.

I/We have read, understood and agreed to abide by the e-bidding process Compliance Statement.

Date :

Organization :

Name :

Designation :

Signature :

Seal :

Details of Fees to be paid for e-Tendering:

1) E-Tender Processing Fees:

SI. No.	Module	Project Cost (Rs.)	Amount in Rs.
1	Estimate Contract Value	1 Lakhs to 10 Lakhs	1500.00
		10 Lakhs to 20 Lakhs	2500.00
		20 Lakhs to 50 Lakhs	3500.00
		50 Lakhs and above	5000.00

Note: These rates are exclusive of 18% GST as applicable.

2) Registration Fees:

Rs.2,000/- (plus GST@ 18% as applicable) valid for a period of one year for all tenders related to IIMB.

3) Digital Signature Fees:

Digital Signature Fee Details

Certificate Class	Class 2 Individual / Organisation		Class 3 Individual/Govt Organisation/Organisation	
	1 Yr	2 Yr	1 Yr	2 Yr
Signing -Fresh	1,980.00	2,450.00	3,280.00	4,340.00
Signing -Renewal	1,180.00	1,650.00	2,480.00	3,540.00
Signing & Encryption – Fresh	3,750.00	4,580.00	5,050.00	6,000.00
Signing & Encryption – Renewal	2,950.00	3,780.00	4,250.00	5,200.00

Note: 1.The above price is inclusive of GST
 2.This is applicable for both Vendors and Department officials all over India