



**INFRASTRUCTURE ARRANGEMENTS AT MDC FOR
PLACEMENT ACTIVITIES FOR PGP STUDENTS
(SUMMER AND FINAL PLACEMENTS) AT IIMB**

TENDER DOCUMENT

This Document contains Pages from 1 to 34.

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Subject: Infrastructure arrangements at MDC for placement activities for PGP students (Summer and Final Placements) at IIMB

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The images provided in the Price Bid are only intended to give the bidder a conceptual idea of the type of work envisaged, however work shall only be in accordance with the actual site condition in terms of levels, variation in heights, supporting system etc. as instructed by the Engineer-in-charge.

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

TENDER NOTICE

3rd October 2023

Tender forms are invited from reputed firms for the work of **"Infrastructure arrangements at MDC for placement activities for PGP students (summer and final placements) at IIMB"**. Estimated Cost of the work is Rs.17,46,000/- + GST as applicable.

| EMD Amount (In Rs) | Arrangements to be ready in total | Online Issue of Tender Document | | |
|-----------------------|--|---------------------------------|--|-------------------------------------|
| | | | Last Date of Submission of Tender Document and Date of Opening of Technical bid | Date of Opening of Online Price Bid |
| (1) | (2) | (3) | (4) | (5) |
| 44,000/- | <p>Summer Placement: 06-11-2023, 06:00 Hrs To 10-11-2023, 22:00 Hrs</p> <p>Final Placement: 05-02-2024, 06:00 Hrs To 09-02-2024, 22:00 Hrs</p> | 03-10-2023 to 25-10-2023 | <p>Submission of Online Tender and Price Bid: 25-10-2023, 15.00 Hrs</p> <p>Opening of Online Tender: 26-10-2023, 15.30 Hrs</p> | Will be intimated later |
| Pre-Bid Meeting: | | | <p>Date: 16-10-2023 Time: 15:00 Hrs Venue: Estate Section, IIMB</p> | |

I. e-TENDER CONDITIONS:

I.1. Bid Validity: 90 days from the date of opening of Online Price Bid.

I.2. The nature of the tender is Two Bid System i.e. Technical Bid and Price Bid. The rates are to be quoted only in the Online Closed Price Bid.

I.3. Period of Contract:

Summer Placement: 06-11-2023, 06:00 Hrs to 10-11-2023, 22:00 Hrs

Final Placement: 05-02-2024, 06:00 Hrs to 09-02-2024, 22:00 Hrs

NOTE: The date and time mentioned above are provisional. In case of any changes in the date and time of the events, intimation will be given on the same before one week of the event.

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

I.5. Submission of Tender: Tender Document and Price Bid shall be submitted online only, in CPP Portal.

I.6. Downloading of Tender Document:

(a) IIMB Website: www.iimb.ac.in/tender_notices

(b) Central Public Procurement Portal (CPP) Portal

I.7. A) Notice Inviting Tender, any corrigenda / addenda issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders if any, form part of the Tender Document.

B) The bidder should check for any of the above (please refer Clause I.9.A) uploaded in CPP Portal before submission of the Tender Document (Technical and Price bid). If the bidder submits the tender before the due date, he should be regularly checking the portal for any of the above uploaded, and he should download that document and submit the same with seal and sign on the document. If the revised price bid is uploaded, the bidder should download the Price Bid again, quote the rates referring to the revised price bid and upload the same again.

C) The bidder shall download the corrigendum / addendum and upload the scanned copy of the same in the company letter head on CPP Portal.

D) In case any bidder does not upload the revised price bid, the old price bid uploaded by him will not be considered and his tender gets rejected even though he is qualified in the Technical Bid.

I.8. Any addendum / corrigendum or additional information pertaining to tender will be uploaded on CPP Portal. The bidder should regularly visit the portal for checking the same till the last date of submission of the tender and submit the tender (online) only after checking the addendum / corrigendum / any other additional information uploaded in the websites mentioned above.

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

I.9. Any information / clarifications required by the Bidder can be obtained from the Estate Section, IIMB during working hours on any working days till the date of submission of Technical Bid OR at the time of pre-bid meeting.

I.10. PRE-BID MEETING:

I.10.A. Pre-Bid Meeting will be conducted before submission of the Tender. The bidders may send the clarifications to the email ids mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted either offline or online as per the decision of the competent authority of IIMB. The intimation regarding the details of the pre-bid meeting will be provided in the CPP Portal.

I.10.B. Minutes of the Pre-Bid Meeting will be uploaded on CPP Portal. Minutes of the Pre-Bid Meeting forms part of the Tender. The bidder must check for the minutes of the Pre-Bid Meeting before submission of the Tender.

I.10.C. The bidders should download the minutes of the Pre-Bid Meeting, sign on the same with seal and upload it along with the other documents while submitting the Tender.

I.11. Schedule of quantities. (Refer Part B – Price Bid).

Price Bid uploaded in e-Tendering website (<https://mhrd.euniwizarde.com>) of only those bidders who are qualified in the Technical Bid will be opened.

I.12. 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.

I.13. IIMB does not bind itself to accept the lowest or any other quotation.

I.14. Tenders other than this called for in the enclosed documents are liable for rejection.

I.15. The successful bidder is requested to sign the work order prepared based on the quoted rates, placed on him by the accepting officer.

I.16. The accepting officer reserves the right to place order as a whole or part of any item only as deemed fit.

I.17. EARNEST MONEY DEPOSIT (EMD):

I.17.A. The bidder shall submit the EMD through any of the following means.

I.17.A.a) e-Payment at CPP Portal:

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

I.17.A.b) Online transfer:

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

The bank details of IIMB for online transfer:

| | |
|-------------------------------|----------------------------------|
| Bank Name | : HDFC Bank Ltd |
| Bank Street Address | : J.P. Nagar Branch, Bangalore |
| Branch Code | : 0133 |
| IFSC CODE | : HDFC 0000133 |
| Customer HDFC Bank a/c name | : Indian Institute of Management |
| Customer HDFC Bank a/c number | : 01331450000019 |

Note: The proof of payment including name of the bank, amount of EMD, date of transfer, UTR No. shall be submitted along with the Tender in CPP Portal (in the field provided for uploading the EMD details).

I.17.B. Exemption from paying EMD:

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

Bidders may note the fact that their registrations with any authority do not entitle them for exemption from payment of EMD.

I.17.C. No Interest will be paid on EMD Deposit.

I.17.D. Any tender not accompanied by an acceptable Earnest Money Deposit and not secured in the payment modes as indicated above shall be rejected by the IIMB as non-responsive.

I.17.E. Forfeiture of EMD:

The Earnest Money Deposit shall be forfeited -

- a) If the bidder withdraws from the Tender after tender opening during the period of tender validity
- b) In the case of the successful bidder, if the bidder fails to:
 - i) to commence the work on the scheduled date and time
 - ii) to enter into agreement within 15 days of receipt of work order
- c) In case, the bidder, after quoting, withdraws from the tender or refuses/delays in commencing the work even after issue of work order, the EMD will be forfeited.

I.17.F. BANK DETAILS OF THE BIDDER:

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

I.17.G. RETURN OF EMD:

Unsuccessful Bidders: The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders, after award of the contract to the successful bidder.

Successful Bidder:

The EMD of L1 Bidder will be returned along with the bill submitted for the Final Placement Work.

I.18. In case, the contractor/firm after quoting withdraws from the tender or refuse/delay in commencing the work or stop the work abruptly, their EMD, as the case may be, will be forfeited.

I.19. Non-compliance with any of the conditions set forth herein above will result in the tender being rejected.

I.20. Any other information required by the Bidder can be obtained from the Estate Office, IIMB during working hours on any working day.

I.21. Bangalore based bidders shall only participate in this tender.

I.22. SECURITY DEPOSIT:

5% of the gross value of the bill will be deducted as Security Deposit from the bill submitted for Summer Placement work.

Refund of Security Deposit: Such security deposit will be released along with the bill submitted for the Final Placement work.

I.23. SUBMISSION OF BIDS:

The bidders should upload the soft copies of the required supporting documents online in CPP portal.

I.23.A. Submission of EMD:

The details of payment of EMD shall be uploaded in CPP Portal which are as under:

- (i) UTR Number of the payment transaction
- (ii) Bank Name, Date of transfer and amount of EMD paid

I.23.B. Submission of Tender Document:

The tender documents shall be scanned, signed with seal and uploaded in the field "Mandatory Documents" in CPP Portal.

I.23.C. Note: If these documents are not submitted, the bidder cannot complete the process of submission in the portal and his tender will be automatically treated as non-responsive and rejected.

I.23.D. Note: If any discrepancy is found in the documents submitted / if all the required documents are not submitted / if the documents are submitted in any other format, such tenders are rejected.

I.23.E. The Employer/Engineer may, at his discretion, extend the last date of submission of the Tender by amending the Tender Documents in which case all rights and obligations of the Employer and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended.

I.24. OPENING OF BIDS:

I.24.A. The Tender documents will be opened as under:

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

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

I.25. REJECTION OF TENDERS:

I.25.A. If any alternations are made by the bidder in the Tender Documents, the Tender will be liable for rejection.

I.25.B. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.

I.25.C. If any bidder leaves any cell blank or does not quote any rate or quotes as zero for any of the items, the tender submitted by such bidder shall be rejected summarily.

I.25.D. 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 day for submission of the tender. The same condition applies to Tender Document Opening and Price Bid Opening also.

I.25.E. Bids shall be submitted in the prescribed form only i.e. in the same format in which the tender document will have been downloaded. The Bids have to be duly filled in wherever required, signed and sealed on every page and submitted and no other format shall be used. Proformas shall be submitted in letterheads. Wherever required, particulars can be submitted in annexure but such details along with annexure number and the page number shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence 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 B*' stating that no changes, alterations are made in the Tender Documents issued by IIMB, Bannerghatta Road, Bangalore – 560 076.

I.26. Qualification of the Bidders for Opening of their Online Price Bids:

The bidders who have submitted the following documents are considered as qualified for opening of their online price bids:

- (a) Tender Document with seal and sign on all pages.
- (b) GST Certificate and PAN Card copies
- (c) Proformas in their company letterheads with seal and sign on the same.

II. GENERAL CONDITIONS OF CONTRACT:

- II.1. Indian Institute of Management Bangalore, Bangalore shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
- II.2. In case of any discrepancy/ ambiguity regarding any detailing found in the tender documents, the bidder has to address all his queries / request for clarifications in 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 award of work.
- II.3. The rates quoted shall be for execution of finished item of works as indicated in the Bill of Quantities, which include cost of all materials, consumables, labours, plants, equipment, machineries, transportation of materials to site, loading, unloading, testing of materials and works, samples for testing, all taxes, duties, royalties, Octroi, cost of incidental charges on tools / plants, cost of labour, contractor's overheads, profit etc. excluding GST to complete the item as per stipulated specifications & description in Bill of Quantities.
- II.4. This being an item rate contract, the rate quoted shall remain firm.
- II.5. The following requirements shall be strictly complied with:
- (a) Bidder shall sign all pages of the tender documents and all the photos accompanying the tender document before submission of the tender.
 - (b) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents wherever applicable.
 - (c) 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 liable for rejection.
 - (d) The bidders are advised to visit site / inspect copies of the images and other 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 / they has / have inspected them or not.
 - (e) The submission of a tender by a bidder implies that he has read this notice and the condition of contract and has made himself aware of the scope and specifications of the work to be done and local conditions and other factor bearing on the execution of the work.

II.6. 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 latter 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.

II.7. On acceptance of the tender, name of the accredited representative of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated by the contractor.

II.8. While quoting their rates, the bidders are advised to take into account all factors of any fluctuations in the market rates, etc. No claims will be entertained on this account after acceptance of the tender or during the currency of the contract.

II.9. **Payment Terms:** The payment will be released in two stages as under:

- a) After satisfactory completion of the work on Summer Placement.
- b) After satisfactory completion of the work on Final Placement.
- c) The invoice has to be produced after completion of the event.
- d) The payment will be made within 30 working days, after submission of the undisputed invoice to Accounts Section.
- e) On receipt of the payment of the bill, the Bidder shall furnish a "No Demand Certificate" to IIMB.

II.10. **Contract Termination:**

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

II.10.B. **Consequence of Termination:** In the event of termination of this contract, the parties agree to promptly fully deliver all the deliverables applicable conceived, created or developed prior to the date of termination.

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

II.10.C. In case any of the information furnished by the Bidder is found to be false or any adverse points come to light subsequent to the contract,

IIMB, at its discretion, may choose to terminate the Contract, at any time. The decision of IIMB in this regard shall be final and binding.

II.10.D. Termination of Contract for Death:

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

II.10.E. Termination for Insolvency:

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

II.10.F. Termination for Convenience:

II.10.F.a) IIMB, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IIMB's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

II.10.F.b) The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by IIMB at the Contract terms and prices.

II.10.G. 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.

II.10.G.a) Subject to as aforesaid the provision of the Arbitration & Conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this Clause.

II.10.G.b) It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.

II.10.G.c) The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

II.10.G.d) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Bidder shall be withheld on account of such proceedings.

II.10.G.e) The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties / fixing date of the first hearing.

II.10.G.f) The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

II.10.G.g) The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.

II.10.G.h) The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

III. SAFETY CONDITIONS

III.1. General:

The Contractor shall take all safety precautions / measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of CPWD and IS codes and safety manuals. Some of the more important measures are listed below. The 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.

III.2. Scaffolding:

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

III.3. Guard Railing in Scaffolding / Staging / Platforms:

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

III.4. Hoisting Machines:

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

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

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

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

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

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

III.5. Prevention of Fire and Protection:

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

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

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

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

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

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

Oxygen cylinders should not be stored with combustible materials.

All electric installations should be properly earthed. Repairs should not be made on electrical circuits until the circuit has been de-energized.

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

Handling of Hazardous materials shall be as per statutory regulation.

III.6. Electrical Equipment:

All temporary and permanent electrical installations, power distribution and supply required for execution of Work shall be carried out conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under:

All power distribution shall be carried out with coated, adequately, insulated and of appropriate current / load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.

Overload protection devices shall be installed whenever and wherever heavy current / load consuming construction or plant machinery susceptible to hazard is in use and as directed by the Engineer.

Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply

Proper and adequate earthing connection to be provided for all installation, plant machinery and distribution system.

Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and will have proper plugs for use.

Security and illuminatory light shall be secured firmly and protected to withstand all weather.

III.7. First Aid Injuries:

i. Contractor shall maintain first aid facilities for his workmen. First aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person who should be readily available during the working hours.

ii. Contractor shall make adequate arrangements for ambulance service and for treatment of injuries. Names of those providing these services shall

be furnished to IIMB prior to start of constructions and their telephone numbers shall be prominently posted in Contractor's field office.

III.8. Maintenance:

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

III.9. Enforcement:

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

III.10. Displays:

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

IV. PRICE BID INSTRUCTIONS:

E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, <https://eprocure.gov.in/eprocure/app>. The submission of e-Bids will be only through the e-Tender portal <https://eprocure.gov.in/eprocure/app>. Bids will not be accepted in any other form.

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

General Instructions to Bidders:

- 1) For participation in e-procurement all bidders need to enroll themselves on the CPP Portal (<https://eprocure.gov.in/eprocure/app>). Only enrolled/registered bidders with the said portal shall be allowed to participate in the e-tendering process.
- 2) Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/ registered in e-procurement should enroll/ register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.
- 3) Tenderers can access tender documents on the website (For searching in the NIC site <https://eprocure.gov.in/eprocure/app>, kindly go to Tender Search option, select tender type and select ' Indian Institute of Management Bangalore' in department type Thereafter, Click on "Search" button to view all IIM Bengaluru tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule.
- 4) The Bidders should have Java 8 update 231 version-32 bit for uploading the bid in the CPP Portal.
- 5) IIMB neither operates nor manages the CPP Portal where online bids are submitted and therefore will not be responsible for any technical issues related to bid submission (viz., being not being able to upload bid, blank/missing/part documents etc.). If the bid is incomplete on account of this, it will be treated as such and evaluated further. For any technical queries/issues related to online bid submission, Bidders must directly approach the support service of CPP Portal as per the details given on their website.

Bill of Quantity (BOQ)- Price bid

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

Submission of Online Bids:

- 1) Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>.
- 2) Bids received by Manual/ Offline bids /E-mail shall not be accepted under any circumstances.
- 3) The Bidder shall download the Tender Document directly from the website <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it in any manner. In case the same is found to be tampered/modified in any manner, such Tender/Bid will be summarily rejected and EMD would be forfeited.
- 4) The complete bidding process is online. Bidders should be in possession of a valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above.
- 5) Bidders are advised to go through "Bidder Manual Kit" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.
- 6) IIMB shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.

7) Due date for Submission of Bids:

- i) EMD must be paid through online transfer as per the bank details mentioned in this document within the due date of submission of bids.
- ii) **Bidders are advised to upload, submit and freeze their E-bids** within the due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- iii) IIMB may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of IIMB and Bidders previously subject to the deadline will thereafter be subject to the due date as extended.

8) Late Submission of EMD:

- i) Any EMD received by the IIMB after the due date for submission of bids prescribed by the IIMB is liable to be rejected.
- ii) Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

9) Withdrawal, Substitution and Modification of Bids:

- i) The bidder may withdraw or resubmit the modified bid his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal. For this, the bidder shall go to 'My Active Bids' and either withdraw or resubmit the modified bid.

10) Opening of E-Bids:

- i) The E-bids shall be opened online by authorized officials of IIMB as per schedule given in the Tender Notice. In the case of two bid tender, the Price bid of only those bidders who qualified in technical evaluation, shall be opened.
- ii) In the event of the specified date of Bid opening being declared a holiday for IIMB, the Bids shall be opened at the appointed time on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. No separate intimation shall be sent to the bidders in this regard.
- iii) Since E-bid is an online process, the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to the process delay and IIMB will not be responsible for the same.

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

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

V. SCOPE OF WORK

V.1. Arrangements of chairs

Arrangements of armless plastic chairs as per the engineer instructions. Chairs shall be of same colour as approved and no damage/broken chairs and faded in colour is permitted. The rate shall be including wet washing of chairs, arrangement of chairs at the required locations as per the approved seating layout.

V.2. Arrangements of tables

Arranging tables with wooden/fibre top with cloth frills of the colour and material as per engineer instructions.

V.3. Erection of Tent

Erection of pre-fabricated water and weather proof German tent with steel columns.

V.4. Providing Octonum wall panels

Providing Octonum wall panels with aluminium beading necessary supports.

Note: For detailed specifications, please see the Price Bid.

VI. IMAGES









PROFORMA – A

ACCEPTANCE OF TERMS AND CONDITIONS

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

To

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

Sub: Infrastructure arrangements at MDC for placement of activities for PGP students (Summer and Final Placements) at IIMB

CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:

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

I/We are fully qualified to render the service under the said contract and have understood the scope of work, terms and conditions, IIMB time schedule and the rates will be quoted separately in the online "Price Bid" uploaded in CPP Portal.

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 – B

UNDERTAKING LETTER

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

To

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

Sub: Infrastructure arrangements at MDC for placement of activities for PGP students (Summer and Final Placements) at IIMB

Dear Sir,

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

We hereby state that we M/s _____ have submitted the 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 – C

VENDOR BANK DETAIL FORM

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

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

Dear Sir,

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

| Sl.No. | Particulars | Particulars |
|---------------|--|--------------------|
| 1 | Name of the 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 D

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF THE VALUE OF Rs. _____ WITHIN 15 DAYS ISSUE OF WORK ORDER)

AGREEMENT

Articles of Agreement for "**NAME OF WORK**" ("Agreement") is executed on the <Insert Present date> day of _____ Two Thousand And _____,

Between

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

And

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

_____, represented by its Proprietor _____ hereinafter called the "Contractor" (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **Other Part**.

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

Whereas

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

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

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

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

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

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

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

3. Obligations of Contractor:

- a. The Contractor shall take all appropriate and reasonable efforts to complete the work at IIMB to the satisfaction of IIMB in a timely and effective manner.
- b. The Contractor shall comply with all the Terms of this Agreement.
- c. The Contractor shall be responsible for complying with all the applicable Laws and IIMB shall not be held liable for any default of the Contractor in this regard.
- d. The Contractor shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.

4. Earnest Money Deposit (EMD): The EMD of Rs. _____ (Rupees _____ Only) submitted online by the Contractor through RTGS/NEFT shall be returned to the Contractor along with the bill submitted for the Final Placement work. **No interest shall be paid on this deposit.**

5. Security Deposit (SD): Five Percent (5%) of the gross value of the bill shall be deducted as security deposit from the bill submitted for the Summer Placement work and will be refunded along with the bill submitted for the Final Placement work.

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

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

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

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

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

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

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

12. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

For IIMB

For Contractor

Witnesses:

Witnesses:

1.

1.

2.

2.