



**WATER PROOFING WORKS AT EXISTING MDC BLOCK AT NEW
CAMPUS SURVEY NO 47, MAHANTHALINGAPURA VILLAGE, JIGANI
HOBLI ANEKAL TALUK, BENGALURU URBAN DISTRICT.**

TENDER DOCUMENT

This Document contains Pages from 1 to 58

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INDEX

Sl. No.	Particulars	Page No.
	PART - A	
1.	NOTICE INVITING e-TENDER	3
2.	INSTRUCTIONS TO BIDDERS	4
3.	REGISTRATION PROCESS ON ONLINE PORTAL	5
4.	ELIGIBILITY CRITERIA	7
5.	EARNEST MONEY DEPOSIT	9
6.	SUBMISSION OF BIDS	12
7.	AWARD OF CONTRACT	15
8.	OTHER CONDITIONS	15
9.	GENERAL CONDITIONS OF CONTRACT	16
10.	SPECIAL CONDITIONS OF CONTRACT	38
11.	SCOPE OF WORK	41
12.	PART - B	
13.	PROFORMA A	43
14.	PROFORMA B	44
15.	PROFORMA C	45
16.	PROFORMA D	50
17.	PROFORMA E	51
18.	PROFORMA F	52
19.	PROFORMA G	54
20.	PROFORMA H	55
21.	PROFORMA I	56
22.	PROFORMA J	57
23.	PROFORMA K	58

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

INDIAN INSTITUTE OF MANAGEMENT BANGALORE
Bannerghatta Road, BANGALORE -560 076

24.12.2025

1. NOTICE INVITING e-TENDER

e-Bid Documents are invited from reputed firms for the work of "**WATER PROOFING WORKS AT EXISTING MDC BLOCK AT NEW CAMPUS SURVEY NO 47, MAHANTHALINGAPURA VILLAGE, JIGANI HOBLI ANEKAL TALUK, BENGALURU URBAN DISTRICT**". All as per the scope of work. Approximate value of the work is Rs. 11,86,851.00 Plus GST as applicable/- (Rupees eleven lakh Eighty-six thousand Eight hundred fifty-one only plus GST as applicable).

E.M.D. to be submitted along with the Tender	Period of Contract	Online Issue of Tender Document	Submission of Technical Bid & Price Bid (Online)	DATE OF OPENING	
				Tender Document Documents uploaded online	Online Price Bid
(1)	(2)	(3)	(4)	(5)	(6)
Rs 30,000/-	75 Days	From 24.12.2025 To 15.01.2026	From 24.12.2025 To 15.01.2026 15:00 hours	16.01.2026 15.30 hours	Online Price Bids of only those bidders who are qualified in the Technical Bid will be opened. Date and time of opening of Online Price Bids will be intimated to the qualified bidders.
Pre-Bid Meeting		05.01.2026, 11.00 AM			

2 – INSTRUCTIONS TO BIDDERS:

2.A Bid Validity:

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

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

Period of Contract: The duration of the contract is 75 days.

2.B Downloading of Tender Document:

The bidders may download the Tender Document from any of the below mentioned websites during the period mentioned above.

IIMB Website: [www.iimb.ac.in/tender notices](http://www.iimb.ac.in/tender_notices)

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

2.C Submission of Tender:

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

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

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

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

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

2.D.1 Pre-bid meeting

- a) Pre-Bid Meeting will be conducted before submission of the Tender. The bidders may send the clarifications to the email id mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted at Estate Section, IIMB. In case of any changes in the mode of conducting the meeting, the intimation will be provided in the CPP Portal.
- b) Minutes of the Pre-Bid Meeting will be uploaded in CPP Portal. Minutes of the Pre-Bid Meeting forms part of the Tender Document. The bidder must check for the Minutes of the Pre-Bid Meeting before submitting the online Price Bid.
- 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.
- d) Site Visit by the bidder is mandatory. The bidder should visit the work site and obtain the Site Visit Certificate by IIMB and shall submit the copy of the certificate along with the tender.**

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

Conditional tenders are liable for rejection.

3 REGISTRATION PROCESS ON ONLINE PORTAL

- a) For participation in e-procurement all bidders need to enroll themselves on the CPP Portal (<https://eprocure.gov.in/eprocure/app>). Only enrolled/registered bidders with the said portal shall be allowed to participate in the e-tendering process.

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

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

4.ELIGIBILITY CRITERIA:

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

- a)** The bidder should have completed similar kind of work, The bidder should have registered with a valid GST Registration Certificate and furnish the copy of the same along with the Tender Document.

The Technical Bids of those bidders who do not satisfy this condition or who do not furnish the certificate will be summarily rejected.

- b)** The bidder should provide work details as per the Proforma -J
- c)** The bidder should have completed the waterproofing work for last years for last five years and documentary evidence to be submitted (work order and work completion certificate with final certificate value)
- d)** The bidder should have the minimum Average Annual Financial Turnover (during the previous Five financial years) of Rs.17,80,000/- (Rupees Seventy lakh, Eight thousand only) and shall submit the documentary evidence for the same, i.e. IT Returns filed for the last five financial years, Audited Balance Sheet and Profit and Loss Account for these five financial years and Auditor Letter certifying the annual turnover of the bidder for these five financial years, failing which the bidder will not be eligible for the Technical Bid Evaluation.
- e)** The bidders shall quote the unit rate in the Price Bid considering the quantities mentioned in this document.
- f)** The bidder should be in the similar business (please refer the description of work mentioned under EXPERIENCE below) continuously at least for the last five years. There should be no break in business during this period. (Excluding covid period at two financial year 2020-21 & 2021-22).
- g) The Bidder shall have registered office based in Bangalore.** Since last three years, documentary proof shall be submitted in proof to the above requirement.
- h) IIMB will carry out the evaluation of bids of only those bidders who satisfy the above criteria.**
- i) Only Specialized waterproofing agencies are eligible to apply this works**
- j) Experience:** The bidder should have completed either one / two / three similar works (waterproofing) during the last five years, for the values as mentioned as below The bidder shall submit the proofs of work done in any of the organizations mentioned below.

- i) The bidder should have completed a single waterproofing work costing **Rs.9.5 lakhs and above (excluding GST)**. The work should have been awarded as a whole. Stage-wise work orders issued for a single work will not be considered.
 - i. Or
- ii) The bidder should have completed any two waterproofing works each costing **Rs.7.12 lakhs and above (excluding GST)**. Each work should have been awarded as a whole. Stage-wise work orders issued for a single work will not be considered.
 - i. Or
- iii) The bidder should have completed any three waterproofing works costing **Rs.4.75 lakhs and above (excluding GST)**. Each work should have been awarded as a whole. Stage-wise work orders issued for a single work will not be considered.

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

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

Or

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

- l)** The bidder Shall have average net worth of at least Rs. 6 Lakhs in the last financial year ending 31st March2025.
 Certificate(s) from a Chartered Accountant/statutory auditors specifying the net worth of the Contractor(s), as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause. For the purpose of this pre-qualification, net worth (the "Net Worth") shall mean the sum of capital (paid up capital in case of companies) and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders (in case of companies).

m) Evaluation of Tenders- Technical bid:

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

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

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

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

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

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

5- EARNEST MONEY DEPOSIT (EMD):

The EMD is 2.5% of Rs 11,86,851.00 (Rupees Twenty thousand only) which is Rs.30,000/-

5.A Submission of EMD through 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 Document.

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

5.B Exemption from paying the 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 including MSME/UDYAM/NSIC do not entitle them for exemption from payment of EMD.

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

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

5.C No Interest will be paid on this EMD.

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

5.E Bank details of the bidder:

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

5.F Return of EMD:

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

Successful Bidder:

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

5.G SECURITY DEPOSIT:

- a)** 5% of the bill value will be deducted as security deposit from each running bill. This security deposit will be refunded AT PAR at the end of defects liability period deducting claims if any. The percentage of the security deposit is subject to revision on Government of India Notification from time to time.
- b)** The above deposit will be held by the company as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the bidder to the company under the terms and conditions of this contract may be deducted from this security deposit or from any other sums that may be due, or may become due to the bidder by the company on any account what so ever, and in the event of the security deposit being reduced by reasons of any such deductions the bidder shall within ten days thereafter make good these deductions.
- c)** No deposit will be recovered for work of routine maintenance works except for special works where maintenance period is essential and specifically stipulated in the contract etc., like tar felting, water proofing etc.
- d) No interest will be paid on the Security Deposit.**
- e) LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS**
- f) In case, the bidder stops the work abruptly, the security deposit submitted will be forfeited.**

5.H REFUND OF SECURITY DEPOSIT:

- a)** The Security Deposit will be refunded only after the Completion of the defects liability (maintenance period) by the Engineer-in-Charge.
- b)** The normal period of maintenance for all work will be one year from actual completion of work and for special items of work such as mentioned in the body of the specification. During this period the Bidder will be responsible for rectifying all defects noticed and attributable to defective workmanship in respect of the work executed by him. As soon as any defects come to the notice, Engineer-in-Charge shall request the Bidder in writing to rectify the defects noticed.
- c)** No deposit will be recovered for work of routine maintenance works except for special works where maintenance period is essential and specifically stipulated in the contract etc., like tar-felting, water proofing etc.

- d) **No Interest will be paid on EMD Deposit.**
- e) Any tender not accompanied by an acceptable Permanent Earnest Money Deposit and not secured in the payment modes as indicated above shall be rejected by the IIMB as non-responsive.

6. SUBMISSION OF BID

Bids shall be submitted online only at CPPP website.

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

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

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

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

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

6.A Due date for Submission of Bids:

- a) EMD must be paid through online transfer as per the bank details mentioned in this document within the due date of submission of bids.**
- b) 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.
- c) 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.**

- d)** Before Bidding, the bidders are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, specifications and all other documents which form part of the agreement to be entered.
- e)** While quoting their rates, the bidders are advised to take into account all factors of any fluctuations in the market rates, etc. No claims will be entertained on this account after acceptance of the tender or during the currency of the contract. Item rate tender containing percentage below / above will be summarily rejected.

6.B Late Submission of EMD:

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

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

6.C Withdrawal, Substitution and Modification of Bids:

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

6.D Opening of E-Bids:

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

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

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.

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

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.

6.E Rejection of tenders:

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

7 AWARD OF WORK:

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

The work will be awarded to the bidder who has quoted the lowest amount without GST in the online Price Bid.

The successful bidder will be requested to sign the work order prepared based on the quoted amount, placed on him by the accepting officer.

Bidder should provide information regarding any current litigation in which the bidder is involved. The details shall be submitted in the letterhead.

8 OTHER CONDITIONS:

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

9.GENERAL CONDITIONS OF CONTRACT

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

- a) The contractor shall promptly raise an invoice to IIMB on the completion of work as per the Tender terms before the 10th day of the month, for the works completed in the previous month.
- b) The contractor should take the entry seal from the Entry Gate Security. Two DC along with Invoice with seal and sign of security. In the absence of the same, such invoices will not be considered.
- c) The bill should be accompanied by the statement and photos of the progress of work, the required documents, measurement sheets of the work done duly signed with seal on every page and countersigned by the Engineer in-charge and the Consultant (if appointed) and other necessary documents.
- d) The bill will be checked, certified and sent to Accounts Section for processing the same for payment.
- e) The payment will be made online to the bank details provided by the contractor, within thirty (30) working days after submission of the undisputed invoice (RA Bill).
- f) To ensure uninterrupted payment of bills, the contractor should update his bank details, the business details regarding the changes if any.
- g) On receipt of the Final payments, the Contractor shall furnish a "No Demand Certificate" to IIMB in the format prescribed by or acceptable to IIMB.

9.2 Contract Termination:

- a) **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.
- b) **Consequence of Termination:** In the event of termination of this Agreement, the parties agree to promptly fully deliver all the deliverables applicable conceived, created or developed prior to the date of termination.
 - i) In case of termination due to the material breach of the terms of this Agreement by the Contractor, IIMB shall get the balance work executed through a third party and recover from the Contractor all the additional costs incurred by and damaged caused to IIMB in procuring such services from any other third party.

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

9.3 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.

9.4 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.

9.5 Termination for Convenience:

- 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.
- 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.

9.6 Sub-letting of Contract:

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

9.7 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 Bidder 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 / fixing date of the 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 in his sole discretion.
- h. The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

9.8 Safety Conditions:

9.8.A. General:

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

9.8.B. 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).

9.8.C. 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.

9.8.D. Working Platform / Gangway / Stairway:

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

9.8.E. Access to working platforms and other working places:

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

9.8.F. Hoisting Machines:

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

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

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

In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly

displayed on the machine prominently. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of the testing.

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

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

9.8.G. Demolition works:

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

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

9.8.H. Protective equipment / gears:

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

- Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- Those engaged in welding works shall be provided with welders' protective eye-shields.
- The following safety equipment should be provided to workers as required and their use enforced. Rubber boots; hard toe protective safety boots; hard hats & helmets, safety belts; goggles for stone/concrete cutters., gas welding aprons, respirator shields, manila ropes and slings for life lines, gloves, flash

lights, battery lamps, safety nets, boatswains chairs, helmets, life and ring buoys.

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

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

9.8.I. First Aid Injuries:

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

9.8.J. 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.

9.8.K. Enforcement:

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

9.8.L. Displays:

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

9.8.M. Work Permits:

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

IS codes (Latest Revisions)	As applicable to the relevant work
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3696-1987	Safety code for scaffolds and ladders.
4014 (part 2) -1986	Safety regulations for steel tubular scaffolding
3764-1966	Safety code for excavation work.
4081-1986	Safety code for blasting and related drilling operation.
4130-1976	Safety code of demolition of building.
4138-1977	Safety code for working in compressed air
4912-1978	Safety requirements for floor and wall openings, railings and toe board
7969-1975	Safety code for handling and storage of building materials
13415-1992	Safety code for protective barriers in and around the building
13416-(part 2) - 1992	Recommendations for preventive measures against hazards at workplace- fall prevention
5916-1970	Safety code for construction involving use of hot bituminous material.
7293-1974	Safety code for working with construction machinery.
8989-1978	Safety code for erection of concrete framed structure.
7205 – 1973	Safety code for Erection of Structural steel works

9.9 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 tender. Quoted price should be exclusive of GST. 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 issue invoice / a bill as the case may be, a Challan which is signed, serially numbered and containing the following:

- a) Name, Address & Registration number of such Person / Bidder.
- b) Name & Address of the person / Bidder receiving Taxable service.
- c) Description, Classification and value of Taxable Service provided.
- d) GST amount.

Payments to the contractor for claiming GST amount 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 :

- 1. GST is applicable as on the date of service.**
- 2. L1 will be determined including GST element.**
- 3. Any variation in tax structure during the currency of contract shall be compensated by the employer to the bidder.**

9.10 Bills and Measurement:

9.10.A Running Account Bills (RA Bills):

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

Memorandum of Payment:

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

During the progress of work of each contract the bidder shall prefer claims giving details of work done, rate and value to the Engineer-in-charge. These claims are called RA bills and RA bill payments will be normally made once in a calendar month. These bills will be checked by the Engineer-in-Charge with reference to either the percentage of the value of work done or on the basis of actual measurements wherever available and recommend payment of the bill with due adjustment for recoveries and RA bill payment (including material advance) effected.

9.10.B Pre-Final Bills:

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

9.10.C Final Bill:

On completion of the work, the complete measurements are recorded in measurement books and accepted by the bidder. There upon a final bill shall be submitted by the bidder within ONE MONTH from the date of completion of the work, 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 IIMB under the contract.

9.10.D Adhoc Payments: Not applicable

9.10.E Measurements of Work Done:

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

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

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

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

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

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

The bidder shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same

is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in -charge of the work who shall within the aforesaid period of seven days inspect the work and if any work shall be covered up and placed beyond the reach of measurement without such notice having been given to the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Bidder's expense, or in default thereof no payment or allowance shall be made to such work or the materials with which the same was executed.

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

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

9.10.F Computerized Measurement Book:

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

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

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

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

The final, fair, computerized measurement book given by the bidder, duly bound, with its pages numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the bidder shall have to submit a fresh computerized MB with its pages duly numbered

and bound, after getting the earlier MB cancelled by the department. The bidder shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

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

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

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

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

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

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

9.11 Workman's Compensation Act and other Acts:

- a) The Bidder shall employ labour, in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the specification and to the satisfaction of the EIC. The Bidder shall remain liable for the payment of all wages or other money to his work people or employees under the Payment of Wages Act, Employer liability Act, workmen's compensation Act, ESI Act or any other Act or enactment relating thereto and rules framed there under from time to time. The Bidder shall engage labour only on and during the hours of working day unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the IIMB.
- b) The Bidder shall also comply with the requirements of act regarding the employment of the Child Labour.

9.12 ESI & PF Acts:

9.12.A Provident Fund Benefits:

- a) Provident Fund Benefits to employees by or through Contractors under Employees Provident Fund Amendment 1963 (Act No. 28 of 1963). It is an express condition that the Bidder will comply with the provision of the Employees Provident Fund Act 1952 or as revised and the scheme framed there under in respect of every person employed by him or in connection with the work of IIMB.
- b) It is also agreed to, that IIMB shall be entitled to recover from him or in any other manner all such sums and charges paid / payable or incurred by IIMB in connection with the Provident Fund in respect of the said employees, such sums including employees contribution, cost of administering the act or scheme administrative expenses incurred by IIMB in connection with the extension of the Provident Fund Benefits of such employees.
- c) For this purpose, the Bidder shall furnish at the commencement of each financial year the particulars of persons employed by him, lengths of services of such employees and the details of Provident Fund Benefits extended to them to IIMB Accounts Department.
- d) The Bidder shall, during the currency of the contract, when called upon by the Engineer-in-Charge, engage and also ensure engagement by sub-contractors and other employed by the Contractors in connection with the works such numbers of apprentices in the designated trades as prescribed by the Central Government and for such period as may be required by the Engineer-in-Charge. The Bidder shall train them as required under the Apprentices Act 1961 and the rules made there and shall be responsible for all obligations of the employer under the said act including the liability to make payment(s) to apprentices as required under the said act.

9.12. B ESI Payment:

The Bidder shall maintain Register showing the names, addresses and other particulars of the insured persons and also obtain ESI / Medical Identity Cards and distribute them to his labourers as employed by him.

NOTE: The above are current rates as notified under ESI Act and subject to revision by the Government any time.

PENALTY FOR NON-PAYMENT OF STATUTORY CONTRIBUTION LIKE ESI, PF etc:

The Contribution such as ESI, PF etc. Paid to the respective authorities to be made on or before 20th of every month, otherwise interest or penalty charged by the respective Authority on such payment is to be paid by the bidder. If the authorities demand, such amount shall be recovered from the payment of bidder which is due from IIMB and remitted to the respective authorities.

For the firms who do not have ESI and PF registration, affidavit (Performa-A) in the required format has to be filled and submitted on Rs.200/- E-stamp along with the technical bid document.

9.12.C Interpretation:

- a. In interpreting the conditions of contract, singular also means plural, male also means female or neuter and the other way around. 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).
- c. In interpretation of specifications, the following orders shall be as followed:
 - 1) Drawings
 - 2) Technical Specification
 - 3) Special Conditions of contracts
 - 4) General condition of contract
- d. Matters not covered by the specification given in this contract as a whole shall be covered by relevant and latest Indian Standard codes/ C.P.W.D code. If such codes on a particular subject have not been framed, the decision of the owner/ owner's representative shall be final and binding.

9.13 Other Clauses:

- a)** In the event of any ambiguity or doubt as regards the Tender Documents or inconsistency or conflict as between the provisions of the Tender Documents, the interpretation placed by IIMB shall be final and binding on the Bidders.
- b)** IIMB does not bind itself to accept the lowest or any other tender.
- c) Responsibility of the bidder against Risks:**

During currency of the contract, it shall be the responsibility of the Bidder to safeguard all materials (tools, tackles, plant, equipment etc. either issued by IIMB or brought by the Bidder), 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 Bidder shall solely be responsible for protecting and securing such property.

9.14 Inspection of Work:

9.14.A Work open to Inspection:

- i)** All work under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Engineer-in-charge and his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.
- ii)** All works shall be executed subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced and carried out from time to time.

9.14.B Inspection, Testing and Quality Control:

- a)** IIMB and/or its nominated representative(s) will, inspect and/or test the supplied items to confirm their conformity to the tender specification at no extra cost to the IIMB. The Inspection Authority to be designated by the IIMB shall specify what inspections and tests are required and where they are to be conducted. The IIMB shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purposes. All work shall be tested as stipulated in the latest specification of, Govt. /institutes.
- b)** The inspections and tests may be conducted on the premises of the bidder or its subcontractor(s) or at the point of delivery. If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and

assistance, including access to drawings and production data shall be furnished to the Inspectors at no charge to the IIMB.

- c) The representative of institute shall inspect or test supplied items, which fail to conform to the specifications. IIMB may reject such items and the bidder shall replace the rejected items, at no cost to the IIMB, within a stipulated time period.
- d) IIMB's right to inspect, test and where necessary, reject the supplied items after its arrival at the final destination shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by IIMB or its representatives prior to its shipment.
- e) Nothing shall in any way release the bidder from Guarantee or other obligations under the contract.
- f) IIMB shall be the final authority to reject full or any part of the supply which is not conforming to the specifications and other terms & conditions.
- g) No payment shall be made for rejected items. Rejected items must be removed by the contractor within one weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

9.14.C Approval of work in 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 Bidder shall give due notice in writing to the Engineer-in-Charge when such stage is ready. In default of such notice being received, the Engineer-in-Charge shall be entitled to disallow the work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive.

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

The Contractor shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.

9.15.SITE VISIT

The Bidder/s shall visit the site to acquaint himself / themselves with the site conditions and study the drawings and specifications in detail prior to Bidding and no claims will be entertained on the ground of ignorance or otherwise of the

conditions under which the work shall have to be executed. No cost incurred towards site visit like travelling expenses and accommodation expenses can be claimed. Such expenses are entirely the responsibility of the bidder.

9.16. SITE SUPERVISION

The Bidder 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 Bidder 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 Bidder shall at his own expense employ adequate Engineers, as indicated in manpower deployment schedule, to supervise the work and to receive instructions from the Engineer-in-Charge.

The work schedule shall be submitted on the enclosed activity schedule along with the equipment & manpower mobilization schedule envisaged for timely completion of work within the stipulated time for completion of work.

9.17 TIME AND EXTENSION FOR DELAY

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

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

9.17.A IF THE WORKS BE DELAYED

- i. Force majeure, or
- ii. Abnormal bad weather, or
- iii. Serious loss or damage by the, or
- iv. Civil commotion, local commotion of workmen, strike or lookout, affecting any of the trades employed or the work, or
- v. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Bidder's control.

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

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

9.18 FORCE MAJURE:

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by IIMB or the Bidder shall be prevented or delayed by reason not under the control of IIMB or the bidder like 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, lockdown, quarantine restrictions, nuclear accidents, any other catastrophic unforeseeable circumstances, any statutory rules, regulations, orders 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 bidder is foreclosed under this clause, the Bidder shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.
- e. 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.

9.19 PENALTY FOR DELAY IN EXECUTION:

In case of failure on the part of Bidder to complete the work and clear the site on or before the time stipulated in the contract or the extended date / period of

completion, the Bidder shall, without prejudice to any other right or remedy of IIMB on account of such breach, pay penalty as compensation @ **1.0 %** per week on unfinished work/balance work upto a maximum of **10 %** of the value of work order. (Refer Clause – 2 of General Conditions of Contract for CPWD 2024 or as amended in force).

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

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

9.20 CANCELLATION OF CONTRACT FOR BIDDER DEFAULT:

If the Bidder:

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

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

9.21. FORECLOSURE OF CONTRACT FOR ADMINISTRATIVE REASONS:

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

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

9.22 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.

9.23 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.

9.24. PRICES:

Bidders price shall be deemed to include cost of all materials, tools and tackles, taxes, delivery charges etc. whether specifically mentioned or not. The bidder shall also include in his price all taxes, duties or other levies (viz., Excise duty, Custom duty, GST, Octroi etc.) which are legally leviable on the fabrication of wooden work. The prices will remain firm & fixed during the currency of work. However in case of any statutory variation in Taxes/Duties after the last date of submission of Tender the same shall be adjusted. The Bidder may therefore indicate the percentage cost of material and labor to be considered for the payment of adjustment of statutory variation in Taxes/Duties as mentioned above. The prices should be quoted on F.O.R destination basis. (i.e IIMB)

9.25 DEVIATION:

The deviation in quantities shall be allowed on the awarded rates.

9.26 PROCEDURE FOR SUBMISSION OF BILLS:

- a) Within 30 days of successful completion of the work against any work order issued under this work, the contractor will have to submit bill to the Engineer-in-charge for verification and payment.
- b) Measurements shall be in RFT / SQFT / Nos. system or as mentioned in schedule of work and respective bills as per the work order issued under work shall be prepared and submitted by the contractor for payment based on joint measurement.
- c) The Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible to be adjusted.
- d) If the contractor does not submit the bill within the time fixed aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare the bill. This shall be done at the cost of the contractor and the failure of the Contractor to participate and countersign the measurements shall foreclose his right to challenge them at any stage thereafter.

9.27 DEVIATION / VARIATION / EXTRA ITEMS / SUBSTITUTE ITEMS AND PRICING

9.27.A GENERAL

The Engineer-in-Charge shall have power to make alteration in, omissions from, additions to, or substitutions from the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

9.27.B EXTRA ITEMS / PRICING

In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

9.27.C SUBSTITUTE ITEMS/PRICING

II.11.T.iii.a) In case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid Para.

- a. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- c. The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid in above para, and the Engineer-in-charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

9.28 OTHER CONDITIONS TO BE ADHERED BY BIDDER

- i. The work is to be carried out as per the specifications in the tender and relevant standards of CPWD.
- ii. The material should be got approved by IIMB before start of work.
- iii. The contractor shall clear the site after completion of work in all respects.
- iv. All the material used shall be one of the stipulated makes as per approved list of material.
- v. No T & P shall be issued by IIMB.
- vi. All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
- vii. Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.

All material used shall be of make as per list of approved make of material.

9.29 SUBMISSION OF AGREEMENT, BANK GUARANTEE, HYPOTHECATION DEED ETC.

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

9.30 OBLIGATION OF THE CONTRACTOR:

1. 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, according to the instructions of the authorized officer of IIMB.
2. The Contractor shall comply with all the Terms of this Tender Document, the Work Order and the Agreement.
3. 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.
4. The Contractor shall appoint a Qualified Safety Officer to ensure safe working till completion as per the Safety Conditions of Contract.
5. The Contractor shall ensure that all employees, workers, consultants etc., engaged pursuant to this Agreement at IIMB are contractor's employees. The Contractor shall be solely responsible to these employees, for payment and provision of salaries, wages, allowances and all applicable benefits such as EPF, ESI under the applicable law for the time being in force.
6. The Contractor shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.

10. SPECIAL CONDITIONS OF CONTRACT

(a) The quality test as stipulated in the tender document or elsewhere deemed necessary by the Engineer-in-charge as per IS Code shall be carried out at own cost of Bidder.

(b) Site Visit:

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

(c) Site Supervision:

The Bidder 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 Bidder 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 Bidder shall at his own expense employ adequate Engineers, as indicated in manpower deployment schedule, to supervise the work and to receive instructions from the Engineer-in-Charge.

The bidder shall nominate the technical manpower proposed to be deployed for the project especially experienced in interior works.

Such nominated technical staff will be interviewed and approved by IIMB engineer in charge prior to commencement of work.

In case such staff found not up to the expectations, the contractor shall make an alternate arrangement for technical competency to the full satisfaction of the engineer in charge.

(d) OTHER MATERIALS

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

(e) 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 BESCOM tariff rates at the time based on actual utilization. The supply shall have to be tapped off by the Bidder from the tap off point indicated to him by the Manager (Elec.) in **IIMB** distribution network at his own cost. The Bidder 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 Bidder.

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 Bidder thus shall have his own back-up arrangement for such circumstances.

Water:

2. Bidder should make their own arrangements for supply of water. Water if available only will be supplied by the IIMB and the Bidder shall be charged as per prevailing BWSSB tariff rates at the time based on actual utilization. The Bidder shall make his own arrangements to tap and store water from the point indicated by the water supply section. The Bidder should also provide a meter. In case the meter is not provided or the meter goes out of order, the assessment of water consumption will be based on work done in respect of such items where the consumption of water is involved.

(f) PROGRESSIVE EXECUTION

The Bidder/s shall agree to execute the work progressively in co-ordination with the concerned Officers of IIMB and as directed by the Engineer-in-Charge.

(g) DEVIATIONS AND AMENDMENTS

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 such deviation as may be ordered.

(h) GUARANTEE CLAUSE

1. The contractor shall guarantee that all the material and components supplied and installed by him shall be free from defects due to faulty, material or workmanship.
2. The change and any shortcomings found in the materials as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above guarantee. Period of the warranty shall be (12) Twelve months from the date of handing over the complete installations to IIMB. During this period any or all components found to be defective shall be replaced or repaired free of cost.

3. If the defects are not removed within a reasonable time the IIMB may arrange to do at the contractor's risk and cost, without prejudice to any other rights.
4. After Handing Over of the Equipment: Complaints should be attended promptly and properly within 24 hrs. The service should be provided directly by the bidder or his authorized agent whose details shall be provided to IIMB along with the final bill.

(i) PRICE FALL CLAUSE

If at any time during the validity of the work the bidder supplies such equipment's/stores as are under this tender enquiry, to any other organization at a price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment's/ stores being supplied from the date of coming into force of such reduction, the price of equipment's/ stores shall stand correspondingly reduced.

(j) PRICING OF DEVIATION

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

1. Deviations will be priced at Schedule rates where the item is already included in Schedule.
2. 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.
3. 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.)
4. 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 Bidder plus a profit of 10%. In this case the Bidder has to produce satisfactory evidence / vouchers as proof of expenditure.

(h) Criticalities

1. Major and noise creating works are required to be executed at restricted hours only.
2. All materials are to be transported manually from one point to the work site as instructed at site.
3. There will be restrictions for labor movement and stacking of materials will be at designated places much away from the work site.

4. The debris collected during the work execution needs to be cleared from time to time at restricted hours from the work site as the surroundings of the buildings to be kept clean and neat always as there will be movement of visitors, staff and faculty and students.
5. Any other restrictions as applicable at site during the work execution.

11. SCOPE OF WORK And Technical Specifications

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

- I. Water proofing works for RCC/Metallic slabs
- II. Water proofing for granite floor joints /floor joints
- III. Waterproof treatment for roof terrace/balconies
- IV. Providing pressure grouting for slabs, beams etc by drilling holes of suitable size with PU grout. (Negative & Positive)

11.A Water Proofing Technical Specifications.

- I. Quality assurance: All products in the system shall meet the key performance properties listed against each segment and shall be sourced from manufacturers with a certified QA system such as, ISO 9001 or an established and proven QA system that has ensured consistent products.
- II. Approved sources: All products in the specified system shall be sourced from a single manufacturer from amongst the list of approved products.
- III. Installation: All the products/systems specified in this document shall be installed by a Specialist Applicator approved by the manufacturer strictly in accordance to the written application guide by the manufacturer.
- IV. Multiple sources and compatibility: Should the Specialist Applicator or the Contractor want to use products from different sources, they shall submit proof of compatibility between those products from different sources.
- V. Alternate equivalents: Should the Specialist Applicator or Contractor prefer to use alternative product(s) equivalent to the approved list. it can only be after obtaining a written approval by the specifier; such approvals for alternative systems can only issue by the specifier after ascertaining conformity to the specified key performance properties.
- VI. Substrate preparation: Before starting to install the specified waterproofing system, the substrate shall be jointly inspected by the Contractor and the Specialist Applicator for soundness; any defects shall first be repaired utilizing products and systems compatible with the specified waterproofing system.

- VII. Application: Please refer to the Method Statement for preparation, mixing, application and finishing details, as per the manufacturer. This will be submitted based on the site condition after receiving the order but before the commencement of the application job.
- VIII. Testing: The Contractor shall ensure, by testing, if necessary, that the products meet the specified key properties before their installation by the applicator.
- IX. All the waterproofing works shall be executed strictly adherence manufacturer specifications.
- X. The materials should be of the following brands as per the requirement of the waterproofing works to be carried out as described in BOQ.

Approved Brand: BASF / FOSROC / SIKA / PIDILITE / STP or equivalent

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

2) Specifications to be referred for detailed work.

PROFORMA – A
AUTHORIZATION LETTER

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

To

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

Sub:

**WATER PROOFING WORKS AT EXISTING MDC BLOCK AT NEW CAMPUS SURVEY NO 47,
MAHANTHALINGAPURA VILLAGE, JIGANI HOBLI ANEKAL TALUK, BENGALURU URBAN
DISTRICT..**

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 company letterhead along with Tender Document)

To

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

SUB:

**WATER PROOFING WORKS AT EXISTING MDC BLOCK AT NEW CAMPUS SURVEY NO 47,
MAHANTHALINGAPURA VILLAGE, JIGANI HOBLI ANEKAL TALUK, BENGALURU URBAN
DISTRICT..**

CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:

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

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

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

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

DATE:

Signature of the Bidder

PROFORMA – C

AGREEMENT WITH THE BIDDER

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

AGREEMENT

Articles of Agreement for "

**WATER PROOFING WORKS AT EXISTING MDC BLOCK AT NEW CAMPUS SURVEY NO 47,
MAHANTHALINGAPURA VILLAGE, JIGANI HOBLI ANEKAL TALUK, BENGALURU URBAN DISTRICT.."**
("Agreement") is executed on the <Insert Present date> day of _____ Two
Thousand And Twenty,

Between

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

And

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

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

Whereas

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

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

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

Scope of Work: The Scope of Work shall be as per the stipulations contained in the Work Order bearing number _____

dated _____, and the terms contained in the Tender documents on "**NAME OF WORK**" dated _____. The approximate value of the project, as per the Work Order is Rs_____ (Rupees _____ Only) exclusive of applicable GST.

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

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

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

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

4. Obligations of Contractor:

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

5. Security Deposit (SD): 5% of the gross value of the bill will be deducted as security deposit from monthly bills. Such security deposit deducted from

monthly bills, will be refunded at the end of defects liability period deducting the claims if any.

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

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

If the Contractor has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this Agreement, the Contractor may assign such policy in favour of IIMB.

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

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

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

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

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

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

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

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

14. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

For IIMB

Witnesses:

1.

2.

For Contractor

Witnesses:

1.

2.

PROFORMA – D

UNDERTAKING LETTER

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

To

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

Sub:

**WATER PROOFING WORKS AT EXISTING MDC BLOCK AT NEW CAMPUS SURVEY NO 47,
MAHANTHALINGAPURA VILLAGE, JIGANI HOBLI ANEKAL TALUK, BENGALURU URBAN DISTRICT..**

Dear Sir,

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

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

Signature & Name of the Bidder

PROFORMA – E

DETAILS REQUIRED FROM THE BIDDERS

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

1. Please quote your PAN/GIR No.
[Enclose the copy of the certificate issued by Income Tax Authorities]

2. Please quote your ESI No.
[Enclose the copy of certificate issued by ESI Authorities]

3. Please quote your PF No.
[Enclose the copy of certificate issued by PF Authorities]

4. Please quote your GST Registration No. [Enclose the copy of certificate issued by the Authorities]

PROFORMA – F

VENDOR BANK DETAIL FORM

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

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

Dear Sir,

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

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

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

Please find enclosed a cancelled cheque for your reference.

Authorised Signatory:

Name:
Designation:
Date:

Signature attested by banker –

Signature
Name:
Designation:
Date:

PROFORMA – G

DECLARATION LETTER

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

To

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

**Sub: WATER PROOFING WORKS AT EXISTING MDC BLOCK AT NEW CAMPUS SURVEY NO 47,
MAHANTHALINGAPURA VILLAGE, JIGANI HOBLI ANEKAL TALUK, BENGALURU URBAN
DISTRICT..**

Dear Sir,

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

I have read and understood all the contents of the entire Tender Document from page 1 to 58 & price Bid to the best of my knowledge. I do hereby accept all the Terms and conditions laid down in the said Tender document and will abide by the same on acceptance and award of work.

Yours Faithfully,

FOR M/s_____

PROFORMA - H

LITIGATION DETAILS (COURT CASES/ARBITRATION)

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

Year Name of the work

Name of the Client, with Address

Title of the court Case/Arbitration

Detail of the Court/ Arbitrator

Status Pending/ Decided

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

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

Signature and seal of Authorized Signatory of bidder

PROFORMA – I

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

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

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

OR

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

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

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

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name:

Address:

PROFORMA – J

Details of works Completed during the past five years

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

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

Note: Additional sheets may be enclosed if required

Seal and signature of the Agency.

PROFORMA – K

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTED ACCOUNTANT

This is to certify that as per audited balance sheet and profit & loss account during the financial year....., the Net Worth of M/S.

.....(Name & registered address of Individual/Firm/Company), as on(the relevant date) is Rsafter considering all liabilities. It is further certified that Net Worth of the company has not eroded by more than 30 % in last three years ending on 31.03.2025.

Signature of Charted Accountant

...

Name of Charted Accountant

Membership of ICAI

Date and Seal