भारतीय प्रबंध संस्थान बेंगलूर
INDIAN INSTITUTE OF MANAGEMENT
BANGALORE

Bannerghatta Road, Bilekahalli, Bangalore- 560076.

(An Autonomous Body of the Ministry of HRD, Govt. of India)

REQUEST FOR PROPOSALS (RFP)/E-TENDER FOR "APPOINTING A SPECIALIST PR AGENCY"

TECHNICAL BID (Part – A)

The RFP Document contains pages from 01 to 28

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Bannerghatta Road, Bilekahalli, Bangalore- 560076.
(An Autonomous Body of the Ministry of HRD, Govt. of India)
Phone: 080-26993133 (Mon-Fri: 10 am – 5 pm) **Website: http://www.iimb.ac.in**
E- mail: communications@iimb.ac.in **Tender:** https://www.iimb.ac.in/tender_notices

COMMUNICATIONS UNIT

TENDER DOCUMENT

Sl. No.	Activity	Details
1	RFP Number	**IIMB/RFP—To appoint a specialist PR Agency /2020-21/001**
2	Date of release of RFP	**20 January, 2020 to 05 February, 2020**
3	Technical Bid Submission/ Address for Submission of e-Tender	**Through MHRD portal:** https://mhrd.euniwizarde.com/
4	Last Date and Time for Submission of Bids	**05 February, 2020 at 16.01 Hrs**
5	Technical Bid Opening	**05 February, 2020 at 16.02 Hrs**
6	Pre-Bid Meeting	Will be intimated by e-mail to bidders qualified in Technical Bid
7	Presentation	Will be intimated by e-mail to bidders qualified in Technical Bid
8	Earnest Money Deposit (EMD)	**INR 70,000 (Rupees Seventy thousand only)**
10	Cost of RFP Documents	**INR 250 (Rupees two hundred and fifty only)**
11	For Tender related queries	Head-Communications Email- communications@iimb.ac.in Contact #: 080 2699 3133 (Mon-Fri: 10 am – 5 pm)
12	Name and Address for Communication	Head - Communications, Communications Unit Indian Institute of Management Bangalore.

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NOTICE INVITING e-TENDER

The Indian Institute of Management Bangalore (in short – IIMB) is an autonomous institute under Ministry of HRD Govt of India imparting Management/Technical Education and engaged in Research Activities. It is proposed to procure equipment for Central Research Facility.

Online Tender (https://mhrd.euniwizarde.com/) is invited for the following items in **two cover system** (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed manufacturers or it's authorized dealers so as to reach this office on or before scheduled date and time**.** The tender (Technical bid) will be opened online on the due date as mentioned. Bidders can verify their bid status through online portal https://mhrd.euniwizarde.com/. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

Indian Institute of Management Bangalore ("IIMB") invites Proposals (e-Tenders), in Two-Bid System, from reputed bidders for ***'To appoint a specialist PR Agency to help it to achieve and maintain heightened awareness among its key audiences'***.

1.	Name of the work	: APPOINTING A SPECIALIST PR AGENCY
2.	Estimated Cost	: ₹ 35,00,000/ (Including GST)
3.	E M D (2% of estimated amount)	: Rs.70,000/-
4.	Date for Pre-bid meeting	: Will be intimated by e-mail to bidders qualified in Technical Bid
5.	End date for submission of e-tender	: 05 February, 2020 at 16.01 Hrs
6.	Address for Submission of Tender	: https://mhrd.euniwizarde.com
7.	Date of opening of technical bid	: 05 February, 2020 at 16.02 Hrs
8.	Contact Details	: Head-Communications Email- communications@iimb.ac.in Contact #: 080 2699 3133 (Mon-Fri: 10 am – 5 pm)

Note: Institute shall not be responsible for any postal delay about non-receipt / non-delivery of the bids related documents or due to the wrong addressee.

HOD
Seal & Signature

SECTION 1 A:- PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal https://mhrd.euniwizarde.com

1. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal https://mhrd.euniwizarde.com by clicking on the link "Bidder Enrolment" as per portal norms.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
5. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENTS SEARCH

1. Various built-in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My

Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / PNG, etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

4. BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly have all relevant documents in a single PDF file of compliance sheet.
10. **The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.**

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. Matrix

level 1	**level 2**	**level 3**
011-49606060, 23710092, 23710091	**Gagan +91 8448288987 – eprocurement (eprochelpdesk.01@gmail.com)** **Rashmi +91 9205898221 (ewizardrashmi@gmail.com)** **Ambika +91 8448288988 (eprochelpdesk.02@gmail.com)**	**Vijay +91 8448288989 (ewizardvijay@gmail.com)** **Abhinav Bharat 7982696347.**

7. INSTRUCTIONS TO THE BIDDERS

1. **Process for Bid submission through MHRD portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of MHRD website (https://mhrd.euniwizarde.com). Steps are as follows (Home page ⟹Downloads ⟹Bidder Manuals).**
2. The tenders will be received online through portal https://mhrd.euniwizarde.com. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
3. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://mhrd.euniwizarde.com. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site https://mhrd.euniwizarde.com.under the link `DSC help'.

   Tenderers are advised to follow the instructions provided in the `Instructions to the Tenderers for the e-Submission of the bids online through the e-Wizard Portal for e-Procurement at https://mhrd.euniwizarde.com.
4. **The bidder has to "Request the Tender/Proposals" to MHRD portal before the "Date for Request tender document", to participate in bid submission.**

8. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

9. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

10. No deviation to the technical and commercial terms & conditions are allowed.

11. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

SECTION 1 B: INSTRUCTION TO BIDDER (ITB)

1. **The bid should be submitted in two covers System-Technical Bid and Financial Bid** online through portal https://mhrd.euniwizarde.com:

1.1 **Envelope No.1 – Technical Bid:** The agencies should give details of their technical soundness and provide a list of customers of a previous supply of similar items to Universities, Institutes or Government Departments/ Undertakings/ public sectors with contact details. The details of the Bidder/ profile should be furnished along with the copy of all related documents. This envelope

should be uploaded **online tender (https://mhrd.euniwizarde.com/)** and digitally signed as "**Envelope No. 1 – Technical Bid (Excel format).**

1.2. **Document to be scanned and submitted by uploading in the technical bid with their seal & signature:**

BID EVALUATION & REJECTION CRITERIA

Minimum Criteria for Qualifying:

The PR Agency

a. Must have offices in at least 3 cities of India from among Mumbai, New Delhi, Kolkata, Chennai, Bengaluru and Hyderabad.
b. Must have handled the PR Account of a top Educational Institution or at least a Client which has similar requirements as an Educational Institution in the last 5 years.
c. Must own or have an affiliate office in at least two locations – Dubai, Singapore, New York, London and Hong Kong.
d. Must have a successful & measurable track record of having built brands & positioned them in a desired manner through effective use of Public Relations.
e. Must have a Client Portfolio which must include well reputed and leading corporate entities.
f. Must provide at least three references of well-known companies in the claimed area of expertise.
g. Must have a sound financial background with a minimum average annual turnover of Rs. 50 lakhs minimum for the last 5 years.
h. Receipt/payment details of the EMD - EMD required for an amount of INR 70,000/- (Rupees Seventy thousand only) (refundable if not qualified in Technical round).

Additional Documents to be submitted:

Intending Bidders who meet the following mandatory eligibility criteria may submit their Bids. The Bid submittals should accompany the required documentary evidence to prove their eligibility, failing which, the Bid may be rejected. The Bidder should submit the following documentary evidence:

1. Last 5 years' audited financial statements (a) P&L account statement and (b) balance sheet.
2. List of Owner/partners of the firm and their contact numbers
3. Copy of PAN & Service Tax Registration / the Bidder should possess a valid GST registration number.
4. Brief on PR assignments handled during the last 5 years.
5. List of at least 5 Leading Companies/Educational Institutes which are clients of the PR Agency.
6. List of Offices/Branches in India with complete address.

7. Credential presentations along with copies of Media coverage for companies mentioned as clients.
8. Copies of MoA/Partnership/Partnership deeds should include "Public Relation" in the scope of Work.
9. Clientele details of last three years.
10. Statutory Registrations.
11. Bidder's Company/Firm's work experience in years.
12. Bidders Details Form
13. Company Staff Details

The above documents should be furnished in the technical bid envelope.

2. **Bid Rejection Criteria:** The bids must conform to the specifications, terms, and conditions given herein. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the Bidders, without which the Bids will be considered as non-responsive and rejected:
   - In the Commercial E-bid process, Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as unresponsive and rejected.
   - Validity of the Bids shall be 180 days from the date of opening the Bid.
   - Bids submitted after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.
   - Bidders shall quote directly through MHRD portal after qualifying in the Technical Bid Round. Bidders can never apply or quote for the bid through agents.
   - Subcontracting of the work in full or in part is not permitted.
   - Offers received through Telex/Cable/Fax/E-mail/telephone shall be rejected as the bids are required to be submitted through the respective portal. Similarly offers applied as Xerox/photocopy which is not on original letterhead of the Bidder and not duly affixed seal and signed will be rejected.
   - Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialled by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.
   - Bids not submitted in compliance with Special methods of marking & sealing as per Two Bid/Two Stage Bidding system mentioned herein shall be rejected.
   - **As the Commercial Bid is done on the E-bid platform, Bids submitted with the cost details in the Price Bid (Part B) contained herein shall be rejected.**
   - Bids not submitted in compliance with any of the clauses mentioned herein will summarily be rejected.
   - Bids without details of the original Bid security/Earnest Money Deposit (EMD) and confirmation regarding submission of requisite Performance Security (SD) as per the relating clause herein shall be rejected.

- Bids not submitted in compliance with Special methods of marking & sealing as per Two Bid/Two Stage Bidding system mentioned herein shall be rejected.

Minimum qualifying marks required to be qualified in technical bid round is 70 on 100. 70% weightage will be given for technical round and 30% weightage for financial bid.

Presentation – Only those Bids which satisfy the **Technical Bid Round** will be invited to make a presentation. **The date, time and venue will be intimated.**

3. **Envelope No.2 – Financial bid***: The agencies should submit their financial bid as per the (.xlxs) format is given in Section 4 of the Notice Inviting Tender in this cover. The rate should be quoted both in words and figures. Upload online bid (https://mhrd.euniwizarde.com.). This envelope should be upload online only as "Envelope No. 2 – Financial Bid".
***Note: Only those Bids which satisfy the Technical Bid Round and Presentation will be invited to participate in the financial bid.**

Both the Envelope No.1 and 2 should be kept in another separate envelope upload though online https://mhrd.euniwizarde.com. Digitally signed with the following details.

4. The tender will be accepted only from the **manufacturers or its authorised supplier.**

5. The Institute **reserves the right to visit the factory** before or after the issue of supply order to satisfy itself regarding the quality of production. In case of any remarks /default noted, the EMD will be forfeited even if pre-qualified.

6. **The Financial Bid shall be in the format of Price Schedule given in Section 4. The incomplete or conditional tender will be rejected.**

7. **Performance Bank Guarantee (PBG): A Performance Bank Guarantee at 5% on the value quoted of work order drawn from any nationalised bank in the form approved by IIMB shall be provided by the Bidder within 10 days from the date of issue of work order. The PBG shall be valid during the term of the Contract.**

8. **The release of EMD:** The EMD shall be released after receipt of performance security from the successful bidder from the MHRD.

9. **The validity of bids:** The rate quoted should be valid for a minimum of 180 days. No claim for escalation of the rate will be considered after opening the Tender.

10. **Clarification of Tender Document:** A prospective bidder requiring any clarification of the Tender Document may communicate to the contact person given in this notice inviting tender. The contact person will respond to any request for clarification for the Tender Document received not later than 5 working days prior to the last date for the receipt of bids.

11. **Amendment of Tender document:** At any time prior to the last date for receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment.

12. **Institute may at its own discretion extend the last date for the receipt of bids.**

13. The bids shall be written in English language and any information printed in another language shall be accompanied by an English translation, in which case for the purpose of interpretation of the bid, the English translation shall govern.

14. The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids. The decision of the Institute Purchase Committee is final in all matters of tender and purchase.

15. The bidder should give the following declaration while submitting the Tender.

16. Relaxation for Start-up, MSEs, Make in India will be as per GOI norms.

17. Any other details required may be obtained from the contact person (Buyer) given in the Notice Inviting Tender during the office hours.

COMBINED EVALUATION STATEMENT

1. The Technical Evaluation will carry 70% weightage and Price quoted will carry 30% weightage as enumerated below. In case of assessing the quoted fee the following shall apply.
2. Let us assume 3 participating Bidders scoring the marks for the design as per the table below and in case of fees the amount quoted is as under:

Sl. No.	Description	Marks Scored for Technical Details (*Concept Presentation*)	Fee quoted by Bidder (*Financial*) (Rs. in Lakhs)
1	Bidder A	85	23.00
2	Bidder B	80	13.00
3	Bidder C	75	18.00

The maximum scoring points i.e., 85 scoring points will be given 100 percentage and percentage of the other Bidders will be worked out on proportionate basis and thereafter weightage of 70% will be applied on marks so obtained. Similarly, the minimum fee i.e., Rs.13.00 lakhs will be given 100 percentage and percentage of the other Bidders will be worked out on proportionate basis and thereafter weightage of 30% will be applied on marks so obtained. The marks so obtained by all the Bidders will be added and the Bidders will be ranked 1, 2 & 3.

Marks obtained by Bidder A – (85 / 85) x 70+ (13/23) x 30 = 86.8 marks
Marks obtained by Bidder B – (80 / 85) x 70 + (13/13) x 30 = 95.8 marks
Marks obtained by Bidder C – (75 / 85) x 70+ (13/18) x 30 = 83.2 marks

As per the weightage, the Bidder B gets the maximum marks and will be ranked one on the basis of overall marks.

PROPOSAL SUBMITTALS

1. **Language of bid:** Bids and all related documents as well as all subsequent correspondence between the Bidder and IIMB shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case for purpose of interpretation of the bid, the translation in English shall prevail.

2. Bidders shall respond to this RFP with a Technical Bid. No pricing information shall be included in the Technical Bid. Inclusion of pricing information in the Technical Bid shall make the Bid non-responsive, and liable to be rejected.

3. **Technical Bid:** Bidders must organize their Bids as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented with the section number listed. The required proposal sections are:

   a. **Table of Contents**: A table of contents providing a listing for each section of the proposal is required, including the appendices and any additional material submitted, and numbered accordingly.
   b. **Executive Summary:** The executive summary of the Bidder should provide a concise summarization of the services being proposed to meet IIMB's needs. The Bidder should also summarize how large-scale, government (both State & Central), public sector and private business use its services and how this experience indicates that the Bidder is suitable for IIMB's needs.
   c. **Company Overview**: This section should provide information about the Bidder's company, services, and corporate structure – including an organizational review, key contacts, and customer relations.
   d. **Experience and References**: In this section, the Bidder should enumerate its experience in executing similar projects. Provide at least five references where the Bidder's services are being utilized. References must include Client's Name (Company/Organisation name) Contact Name, Designation of the Contact Person, Contact Address, Contact Telephone Number, and Contact E-mail Address.
      The documentary evidence required to be furnished to establish the claim as to the Bidder's qualification for this RFP should also be attached in this section.
   e. **Consultant's Profiles:** In this section, the Bidder should provide detailed qualifications and experiences of its named consultants and also of the consultants it proposes to put for IIMB project.
   f. **Approach and Methodology:** A brief description of the proposed approach and methodology must be provided so that IIMB can gain a basic understanding of the capabilities of the Bidder.
   g. **Additional Information:** All additional information the Bidder deems as pertinent to their Bid, must be included in this section.

SCOPE OF WORK

Indian Institute of Management Bangalore (IIMB) wishes to appoint a specialist PR Agency to help it to achieve and maintain heightened awareness among its key audiences. IIMB's prime audiences (all of equal importance) are:

Potential students and faculty, industry bodies, alumni, media, academia, government and other third parties; local authorities, politicians (local and national), the wider business community.
The Agency would be expected to work with IIMB to devise a PR campaign for a **two-year period**, initially.

General Guidelines:

- Leverage opportunities to showcase IIMB – leadership, faculty, staff, students, alumni, partners, donors, Board of Governors, etc.
- Development and maintenance of a database of external contacts for receipt of Communications and sharing of this database with IIMB's Communications Office
- Management of media and logistics required for media presence at IIMB-hosted events.
- Review of the format of IIMB's existing communications, both internal and external, with recommendations for enhancement, as appropriate
- Monthly strategic meeting with key decision makers at IIMB
- Compilation, writing, translation and dissemination of regular (8-10 releases a month) media releases to national and industry/ education magazines, daily / business newspapers, on-line media, websites, key individuals in business / political arenas (stakeholders as above), digital platforms and TV
- Generation of new opportunities for trade and national media exposure e.g. interviews with key IIMB personnel
- Make research available to influencers so that they refer to the effort, while making their statements at various forums
- Placement of faculty authored articles and thought leadership articles in print and on-line media. IIMB already provides articles and feature material, by invitation, to a range of publications. The agency/freelancer would be asked to assist in creating a more proactive approach from IIMB
- Development of press packs for use by IIMB at education exhibitions and at its own events such as Convocation, Foundation Day, Conferences, Seminars and Panel discussions and media management at such events
- Development of an IIMB portfolio incorporating all press cuttings
- Systematic monitoring of the media to evaluate (qualitatively and quantitatively) the exposure generated through the PR campaign
- Reputation Management and Crisis Communication
- Tracking of IIMB on social platforms and creation of campaigns for IIMB to maximize reach TGs on these platforms – in terms of Content Marketing opportunities

A 'payment by result' policy will apply to ensure a high quality of work delivered. It would be helpful if the tender could show discrete costs, where possible, to enable IIMB to prioritize services.

Details of any additional office/administration expenses and your likely scale and method of charging for these should also be included with the tender proposal.

The agency letter should include details of existing clients and make clear whether there is any potential clash of interests. It should also provide some examples of work done for other clients. Experience and knowledge of the Higher Education/Management Education sector should be described.

The successful agency will be appointed for a **two-year term initially** subject to fulfilment of conditions and satisfactory service delivery.

Note:

- *Please refer to "Technical bid Format" (available on website) for submitting technical bids.*
- *IIMB has all the rights to reject one or all tenders without giving any specific reasons.*

GENERAL CONDITIONS OF CONTRACT

1. **Term:** The term of the contract pursuant to this RFP shall be for an initial period of **two (2) years.** On successful completion of the term, the contract may be extended by IIMB on mutually agreeable terms.

2. **Payment Terms:** In consideration of this service provided under this contract, IIMB agrees to pay the successful Bidder at each instance, as per the stipulation contained in the work order issued by IIMB. The Bidder shall be responsible for payment of all applicable Taxes on the contract.

   - The successful bidder shall bill IIMB at the end of every month for the successfully completed service. The Bills submitted by the Bidder will be subject to validation as per the accounting and audit policies of IIMB.
   - IIMB shall pay such bills within thirty (30) days from the date of receipt of the undisputed bill.
   - On receipt of the Final payments, the Bidder shall furnish a "**No Claim Certificate**" to IIMB.

3. **Earnest Money Deposit (EMD):** The EMD of Rs. 70,000/- (Rupees Seventy thousand only) by the Bidder shall pay the amount through RTGS/NEFT to MHRD by clicking online option. The EMD shall be returned to the successful Bidder after submission of the PBG by the successful bidder. No interest shall be paid on this deposit.

4. **Performance Bank Guarantee (PBG)**: A Performance Bank Guarantee at **5% on the value quoted of work order** drawn from any nationalised bank in the form approved by IIMB shall be provided by the Bidder within 10 days from the date of issue of work order. The PBG shall be valid during the term of the Contract.
   - The PBG shall be released after the completion of the work pursuant to this Contract based on the "Completion Certificate" issued by IIMB stating that the Bidder has completed the work in all respects, satisfactorily. The PBG, however, shall be released only after the expiry of the contract period, and after clearance of the final bill based on **"No Claim Certificate"** from the Bidder.
   - In case where the Contract has been rescinded, the PBG will be forfeited and the Bank Guarantee shall be encashed and the balance work shall be completed independently by IIMB at the risk and cost of the Original successful Bidder. The Original successful Bidder shall be debarred from participating in the subsequent Bidding process for executing the balance work. If the failed bidder is a Joint Venture or a Partnership Firm, then every member or partner of such a firm shall be debarred from participating in the subsequent bidding process for the balance work either in his individual capacity or as a partner of any other Joint Venture or Partnership Firm.
   - In case the contract being determined as terminated or rescinded under provision of the contract, the PBG shall be forfeited in full.

- If the contract gets dissolved due to the death or retirement of any partner or for any reasons whatsoever before completing whole work or part of it undertaken by the principal, the partners will remain jointly and severally responsible to complete the work to the satisfaction of IIMB. Failing which, they will be liable to pay the compensation for the loss sustained, if any, by IIMB due to such dissolution, the amount of such compensation shall be fixed by IIMB and its decision in the said matter shall be final and binding on the Bidder.

5. **Default:** In the event the Bidder contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, IIMB may give notice in writing thereof requiring the Bidder to remedy the breach within seven days, or within such period as IIMB may agree to be reasonable and in the event of the Bidder failing to do so, IIMB will be at liberty to procure the services from third party vendors or have the work which the Bidder has neglected to do, carried out by a third party at the Bidder's cost and risk. In such an event IIMB shall have the right to terminate the Contract.

6. **Intellectual Property Rights (IPR)**
   a. The Bidder undertakes not to, in any manner, claim all or any part of the IPR or commercially exploit all or any of the proprietary rights generated and developed by IIMB as vested whether trademarked, copyrighted or not.

   b. The Bidder acknowledges that all IPR relating to the entire content of the existing IIMB website, and all the output relating to the service belongs to and vests exclusively with IIMB and under no circumstances whatsoever the Bidder shall claim all or any rights proprietary or otherwise over all or any portion of the IPR belonging to IIMB.

   c. **Work made for hire:** The Bidder expressly acknowledges that the material contributed by it hereunder, and its services hereunder, are being specially ordered and commissioned by IIMB for use in connection with the service. The work contributed by the Bidder hereunder shall be considered a "work made for hire" as defined by the copyright laws. IIMB shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of the Bidder's services hereunder in whatever stage of completion. If for any reason the results and proceeds of the Bidder's services hereunder are determined at any time not to be a "work made for hire", the Bidder hereby agrees to irrevocably transfer and assign to IIMB all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.

7. **Data Security:** The Bidder shall use inputs provided by IIMB solely for performing its obligations under this Contract, and will not, at any time, transfer, save, download, print, disclose, or in any other way use the inputs other than as directly required for the provision of the services under this Contract or as directed by IIMB in writing.

8. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, 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 Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.

9. **Indemnity:** Either Party (Indemnifying Party) shall indemnify, defend and hold harmless the other Party (Indemnified Party), its directors, officers and employees from and against any and all claims, demands, liabilities, and reasonable attorney's fees but only in proportion to and to the extent such claims, liabilities, and attorney's fees arise from any errors and any act/commission/omission on part of the Indemnifying Party or in connection with any work, authority or jurisdiction delegated to the Indemnifying Party under this Contract.

10. **Arbitration:** Any dispute arising under the terms of this Contract which cannot be resolved by the Parties shall be referred to arbitration as mutually agreed by the parties, in writing. The said Arbitration shall act under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof or any rules made thereof. The arbitration shall take place in Bangalore, India. Proceedings shall be conducted, and documentation presented in English. It shall further be agreed that, the decision of the arbitration shall be final and binding on both the Parties.

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

12. **Termination:**
    a. **Termination for convenience:** Either Party can terminate this Contract for convenience, by giving at least 30 (thirty) days prior written termination notice to the other Party.
    b. **Termination for cause:** In case of any material breach of the terms of this Contract, the aggrieved Party may terminate this Contract by a prior written termination notice of 7 (seven) days. If the defaulting Party does not cure the breach within aforementioned period of 7 (seven) days of receiving a written notice specifying the breach from the aggrieved Party, then the Contract shall stand terminated at the close of the 14th day from the date of receipt of notice from the aggrieved Party.
    c. **Effect of termination:** In the event of termination of this Contract, the parties agree to promptly deliver all the deliverables applicable to the fullest extent conceived, created or developed prior to the date of termination. The Terms contained herein by their sense and context are intended to survive, the performance thereof by the Parties shall so survive the completion of performance or termination of this Contract.

d. In case of Termination for cause, IIMB shall be at liberty to get the services under this Contract executed by a third party at the Bidder's risk and cost.

13. **Assignment:** The Bidder shall not transfer, assign or sublet the Contract or any part thereof without the prior written consent of IIMB. Any permitted transfer/assignment or subletting shall not relieve the Bidder of any of his obligations which might have arisen before such permission was given.

14. **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 reputed courier service return receipt requested, to the address stated in the first page of the SLA. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.

15. **Force Majeure:** No Party shall be in default under this Contract 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, 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 Contract by written notice to the other party without incurring any liability for breach of contract.

I/We hereby agree to carry out the work at the rate quoted by me/us duly accepted by IIMB & abide by the terms & conditions laid down herein above. General conditions of Contract stated herein are fully read and are acceptable to me/us.

Bidder's Seal:
Place:
Date:

BIDDER DETAIL FORM

Sl. No.	Description	Details
1	Name of the Agency/ Organisation	
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 Complete Address & Branch Code	
8	IFSC Code	
9	PAN Number (photocopy of PAN card to be attached)	
10	TIN No. (Enclose the copy of certificate issued by the Authorities)	
11	GST Registration No. (Enclose the copy of certificate issued by the Authorities)	

DECLARATION FORM

To,
Head- Communications
Indian Institute of Management Bangalore
Bannerghatta Road,
BANGALORE – 560 076.

1. I/We, _____, having read and understood the various conditions of RFP document attached herein and hereby agree to abide by the said conditions. I/We also agree to keep this Bid open for acceptance for a period of 180 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my EMD in full. I/We offer to do the work "to help it to achieve and maintain heightened awareness among its key audiences" at the rates quoted in the Commercial E-Bid and hereby bind myself to execute an agreement with IIMB and start the work within 15 days from the date of receipt of "**Work Order**" and provide seamless and ongoing service to IIMB for a period of two (2) years from the date of issue of the Work Order. I/We also hereby agree to abide by the General Conditions of Contract detailed herein and carry out the work in accordance with the standard specifications for work laid down by IIMB for the present RFP."
2. A sum of **Rs. 70,000/-** (Rupees Seventy thousand only) is herewith forwarded as full earnest money deposit. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if,

- I/We do not execute the contract documents within **15 (Fifteen) days** from the date of receipt of Work Order issued by IIMB; **OR**
- I/We do not commence the work as per the terms contained in the Purchase/Work Order.

3. The EMD of Rs. 70,000/- (Rupees Seventy thousand only) by the Bidder shall pay the amount through RTGS/NEFT. EMD is returned after submission of PBG by the successful bidder from the MHRD.
4. Until a formal agreement is prepared and executed, acceptance of this Bid by IIMB by way of Purchase/Work Order shall constitute a binding contract between IIMB and the Bidder, subject to modifications, as may be mutually agreed to and indicated in the Work Order of my/our Bid for this work.
5. I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/we understand that my/our tender will be summarily rejected and full Earnest money deposit will be forfeited and I/we are/are liable to be banned from doing business with IIM Bangalore and/or prosecuted.

Signature of the Bidder : _____
Name and Designation : _____
Business Address : _____
_____

Place: **Seal of the Bidder's Firm**
Date:

BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT BANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT BANGALORE. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

Head – Communications
Indian Institute of Management Bangalore
Bangalore – 560076

LETTER OF GUARANTEE

WHEREAS Indian Institute of Management Bangalore (Buyer) has invited Tenders vide Tender No..... Dtd..... for the work/purchase of ..... AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the Service / equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **"**Head-Communications, Indian Institute of Management Bangalore, Bangalore – 560076**"** in the form of Bank Guarantee for Rs ..... (**5% (five percent) of the purchase/work value**) and valid till **two years or up to contract period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Management Bangalore – 560076 on demand and without protest or demur Rs ..... (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Management Bangalore (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/purchase order shall be final and binding.

We, ... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Head-Communications, Indian Institute of Management Bangalore, Bangalore – 560076 (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. ..... (Indian Rupees ..... only).
2. This Bank Guarantee shall be valid up to .....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Indian Institute of Management Bangalore, Bangalore – 560076. serve upon us a written claim or demand on or before.....(date).

This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,
Signature and seal of the guarantor:

Name of Bank & Address:
Date:
Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period.

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of value Indian Rupees One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT BANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT BANGALORE. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To

Head – Communications
Indian Institute of Management Bangalore
Bangalore – 560076

IN ACCORDANCE WITH YOUR TENDER for the supply of ……, M/s. …… (hereinafter called the "Bidder") having its Registered Office at ……, wish to participate in the said bid for the supply ……as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. …… (Rupees……) valid up to **(180 days from the date of issue of Bank Guarantee)**, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We, ……(Bank name) having the registered Office at guarantee and undertake to pay immediately on first demand by IIMB, an amount of Rs…… (Rupees.) Without any reservation, protest, demur and recourse. Any such demand made by the IIMB shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to (180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

* Our liability under this Bank Guarantee shall not exceed Rs…… (Rupees……).
* This Bank Guarantee shall be valid up to (date).
* We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at …… situated at …… (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:

Date:
Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period

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 "***<NAME OF WORK>***" at the Indian Institute of Management Bangalore" ("Agreement") is executed on the <Insert Present date>day of _____ Two Thousand And Twenty,

Between

Indian Institute of Management Bangalore ("IIMB"), a society registered under the Mysore Societies Registration Act, now known as the Karnataka Societies Registration Act, 1960 having its registered office at Bilekahalli, Bannerghatta Road, Bangalore- 560076, represented through its Director (hereinafter called "IIMB", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **One Part**;

And

_____, an organization duly incorporated under the applicable laws of India and having its office _____ _____, represented by its Proprietor _____ hereinafter called the "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 bidders for executing the works in connection with "***<NAME OF WORK>***".
- The Contractor, being the successful bidder 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:

1. **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***" at the Indian Institute of Management Bangalore" dated _____. The approximate value of the project, as per the Work Order is Rs_____ (Rupees _____ only) exclusive of applicable GST.

2. **Term: Time is the essence of the Contract.** The 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.

12. **Payment Terms:** In consideration of this service provided under this contract, IIMB agrees to pay the successful Bidder at each instance, as per the stipulation contained in the work order issued by IIMB. The Bidder shall be responsible for payment of all applicable Taxes on the contract.

- The successful bidder shall bill IIMB at the end of every month for the successfully completed service. The Bills submitted by the Bidder will be subject to validation as per the accounting and audit policies of IIMB.
- IIMB shall pay such bills within thirty (30) days from the date of receipt of the undisputed bill.
- On receipt of the Final payments, the Bidder shall furnish a "**No Claim Certificate**" to IIMB.

3. **Taxes: The prices quoted by the tenderer shall include all taxes as applicable, including GST etc. Any variation in tax structure during the currency of contract will be compensated by the employer to the contractor.**

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. **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. 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.

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

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

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

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

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

9. **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 consideration receipt and followed by physical copy mailed as set forth above.
   e. **Severability:** If any provision of the Agreement is or becomes invalid or impracticable in whole or part, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provisions shall be replaced by valid provisions that come closest to the economic intention pursued by the Parties.
   f. **Amendments:** This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.
   g. **Force Majeure:** No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lock-outs at the venue, war, natural calamities or any other cause beyond its control and without its fault or negligence.
      The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.

h. **Entire Agreement:** The terms and conditions contained in the following documents are deemed to form part of this Agreement, namely, the Tender document including the Notice Inviting Tender, General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and

prices, and the Drawings mentioned in the Specifications. The letter of Acceptance, Work Order and all the communication between the Parties will also form part of this Agreement.

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

For IIMB **For Contractor**

Witnesses:

1.

2.

Agreeing all above, please attach the signed copy along with the bid.