



**TENDER DOCUMENT
FOR
OUTSOURCING PLUMBING/WATER SUPPLY, ELECTRICAL, CARPENTRY,
AND TELEPHONE MAINTENANCE WORKS AT IIMB EXISTING CAMPUS
AND NEW CAMPUS. (MANPOWER SUPPLY).**

This Document contains pages from 1 to 62.

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

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

06th September 2024

NOTICE INVITING e-TENDER

e-Tenders are invited from reputed bidders, for the work of **“Outsourcing Plumbing/water supply, Electrical, Carpentry, and Telephone Maintenance Works at IIMB existing campus and new campus. (Manpower supply)”**. All as per the scope of work

E.M.D (Rs.) To Be Submitted Along With the Tender Document	Period Of Maintenance Work	Issue of Tender Document online	Last date for submission of Tender Document	Date of Opening	
				Technical Bid	Online Price Bid
Rs.3,55,000/-	One year (The contract may be extended for 2 nd year and 3 rd year based on the tender terms and conditions)	06-09-2024 to 30-09-2024 IIMB Website	30-09-2024 15.00 hrs	01-10-2024 15.00 hrs	Online Price Bids of only those bidders who are qualified in the Technical Bid will be opened. Date and time of opening will be intimated through email.
Pre-bid Meeting online			Date: 19-09-2024, Time: 15.00 hours		

I - INSTRUCTIONS TO BIDDERS:

I.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. The Rates and profit percentage is to be quoted only in the Online Closed Price Bid.

Rates and overhead and Profit Percentage: The phrase 'Rates and Overhead and Profit Percentage' used in the tender means:

Rates – Rates quoted for

a) Uniform – 02 Pairs

b) Shoes – 02 Pairs

c) Raincoat – 01 Nos

d) Accidental Insurance coverage

e) Health Insurance charges

f) Overhead & Profit Percentage – The percentage quoted for overhead and profit.

I.B Period of Contract:

The duration of the contract is one year. The contract may be extended to second and third year based on the performance, as per terms and conditions of the Contract, on mutual agreement. **Rates and the overhead and profit percentage quoted in the tender will remain the same for all the three years.** Value of the contract will change only due to statutory variations like minimum wages, VDA, GST etc. based on the notifications released by Government of India from time to time.

Number of Technicians to be deployed during the contract period:

a) Existing campus – 27 Nos

b) New campus – 05 Nos

I.C Downloading of Tender Document:

The bidders may download the Tender Document (Technical Bid only) from any of the below mentioned websites during the period mentioned above.

IIMB Website: www.iimb.ac.in/tender_notices

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

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

- I.CI** 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.
- I.CII** 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.
- I.CIII** The bidder shall download the corrigendum / addendum and upload the scanned copy of the same in the company letter head on CPP Portal.
- I.CIV** In case any bidder does not upload the revised price bid, the old price bid uploaded by him will not be considered and his tender gets rejected even though he is qualified in the Technical Bid.
- I.CV** 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.
- I.CVI** 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.
- I.CVII** 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.

I.D Pre-bid meeting

Pre-Bid Meeting will be conducted before submission of the Tender. The bidders may send the clarifications to the email ids mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted 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.

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.

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.

Conditional tenders are liable for rejection.

II - REGISTRATION PROCESS ON ONLINE PORTAL

- II.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.
- II.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'.
- II.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.
- II.D** The Bidders should have Java 8 update 231 version-32 bit for uploading the bid in the CPP Portal.
- II.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.
- II.F** 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.

III - ESSENTIAL 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.

III.A The bidder should have single contract of employing minimum of 40 manpower carrying out maintenance activities in last five years from any reputed Private / Government Organization. A work order and completion certificate must be enclosed in respect of the contracts executed.

In case of completion certificate not issued by organization, payment proof of executed contract shall be submitted.(Highlighting the transaction of payment to be attached)

III.B The bidder should provide work details as per the Proforma –I.

III.C The bidder should have completed the work with the value mentioned as below:

**One similar work costing not less than Rs.113.40 lakhs
(Rupees One hundred and thirteen lakhs forty thousand only)**

OR

**Two similar works costing each not less than Rs.70.90 lakhs
(Rupees Seventy lakhs ninety thousand only)**

OR

**Three similar works costing each not less than Rs.56.70 lakhs
(Rupees Fifty-six lakhs seventy thousand only)**

III.D The bidder should have the minimum **Average Annual Financial Turnover (during the previous Five financial years) of Rs.70,90,000/- (Rupees Seventy Lakhs ninety 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.

- III.E** The bidder should have an existing valid Labour License. A copy of the same should be submitted along with a Technical Bid.
- III.F** ESI & EPF Registration Copies: Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration. The bidder must be registered under PF Act, ESI Act and Shops & Establishments Act. Copies of registration papers along with the code numbers attached to the bidder/company should be provided. The copies of the same should be furnished along with the Technical Bid.
- III.G** Copy of Registration with Labour Commissioner: The vendor should submit the copy of the Registration Certificate.
- III.H** Bidder shall possess a Valid HT Class -1 electrical Contractors License issued in the name of the firm by Government of Karnataka and shall furnish all particulars of license held by him *along with the Tender Documents*.
- III.I** The bidder should be in the similar business continuously for at least for the last five years. There should be no break in business during this period.
- III.J** Bidder must provide proof of having solvency of an amount equal to Rs.56.70 Lakhs from any nationalized / scheduled commercial bank. (solvency certificate shall be issued after 01-01-2024)
- III.K** The bidder should have registered with a valid GST Registration Certificate and furnish the copy of the same along with the Tender Document.
- III.L** The bidder should have registered office in Bangalore in operation since last five years and the proof document to be submitted.
- III.M** Bidder should have given similar services at Bangalore and the proof documents to be submitted. (letter of work awarded and completion certificate of Technical manpower supply)

IV - ELIGIBILITY CRITERIA:

IV.A The bidder shall submit the following documentary evidence to establish that the Bidder meets the above qualifying requirements.

- Details of Banker & Cash Credit limit
- Details of constitution of the business entity (Proprietorship/ Partnership / Joint Venture/ Public Limited Company / Pvt. Ltd. Company along with details)
- Memorandum & Articles of Association of the business entity
- Organization Chart of the business entity

IV.B Client Visit: The bidders should send the references of minimum three clients as under (Statement given in Proforma I):

IV.C The bidders should fill in the required information in the statement given under Proforma I.

IV.D The committee may contact the client or visit the site of the client for feedback on the bidder service. Negative feedback from any client shall result in rejection of the tender of such bidder.

V - EARNEST MONEY DEPOSIT

The bidder may submit the EMD either online or through Bank Guarantee.

V.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.

V.B Submission of EMD through Bank Guarantee:

The bidders may submit the EMD through Bank Guarantee valid for the period of 120 days.

V.C 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.

V.D No Interest will be paid on this EMD.

V.E Forfeiture of EMD:

The Earnest Money Deposit shall be forfeited:

- a) If the bidder withdraws from the Tender after tender opening during the period of tender validity
- b) In 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) submit the Bank Guarantee a security deposit within 10 days of issue of work order or
 - ii) sign the Agreement within 15 days of issue of work order or
 - iii) commence the work as per schedule or
 - iv) produce the required documents to IIMB mentioned in this document
 - v) after quoting, withdraws from the tender or refuse/delay in commencing the work before finalization of the tender

V.F Return of EMD:

Unsuccessful Bidders: The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders, after the issue of Work Order to L1 Bidder, through RTGS/NEFT. The bidders are required to submit the bank details as per the format given in this document. (**Proforma G**)

V.G Bank details of the bidder:

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

V.H Successful Bidder:

EMD will be returned to the L1 bidder on submission of the Bank Guarantee at **7.5% (seven-point five percent) of the value of the work order**, valid up to the completion of the contract plus two months, within 10 days after issue of the Work Order.

After award of the contract, the EMD for contract will be calculated and the EMD submitted by the contractor who will be awarded work will be returned subject to submission of the Bank Guarantee @ 7.5% on the value of EMD calculated on the value of contract valid for the period of one year plus two months.

In case the Bank Guarantee is not submitted, the EMD will be returned after completion of the total contract period (either one year or two years or three years), Additional security deposit of 5% shall be deducted on every monthly bill and will be returned after completion of the total contract period.

In case, the bidder stops the work abruptly, the security deposit submitted through Bank Guarantee will be forfeited.

VI - SUBMISSION OF BID

Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app>.

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 EMD 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.

VI.A Due date for Submission of Bids:

EMD must be paid through online transfer as per the bank details mentioned in this document within the due date of submission of bids.

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.

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.

VI.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.

VI.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.

VI.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.

Instructions on Price Bid:

1. The bidders shall quote rates for Uniform and Shoes, Health and Accidental Insurance and Percentage for Overhead & Profit.
2. All other parameters are fixed by IIMB as per Government of India norms.

3. Overhead and Profit percentage quoted in the online price bid will remain the same for all the three years (second and third year if extended).
4. Uniform and Shoes charges and Health and Accidental Insurance charges will change for the second and third year (if extended) as per the rates quoted by the bidder in the online price bid.
5. Income Tax @2% will be deducted at source from the monthly bills submitted by the bidder.

VI.E Rejection of tenders:

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

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.

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.

The tenders submitted without furnishing the relevant information asked for, are summarily rejected.

VI.F Amendment of bid document

At any time prior to the deadline for submission of proposals, 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

VII - AWARD OF CONTRACT:

The work will be awarded to the bidder who has quoted the lowest amount including GST in the online Price Bid. Lowest bidder will be arrived at based on the average amount quoted for the three years. Quoted amount is arrived at by adding the Overhead & Profit Percentage quoted for one year, uniform and shoes charges and insurance charges quoted for the three years with the basic wage and other statutory benefits as fixed by IIMB based on the rules and regulations of GOI.

Eg: Suppose bidder A and bidder B have participated in the tender. Their quotes are as under:**

	Description	Year 1	Year 2	Year 3
A	Basic wage + HRA as on date	5,000.00	5,000.00	5,000.00
B	Total of wages and other statutory benefits	10,000.00	10,000.00	10,000.00
Bidder A				
C	Uniform and Shoes charges	500.00	600.00	700.00
D	Health Insurance	2,000.00	2,500.00	3,000.00
E	Accidental Insurance	2,000.00	2,500.00	3,000.00
F	Overhead & Profit % (On A)	4%		
G	Overhead & Profit amount	200.00	200.00	200.00
H	Total amount quoted (B+C+D+F)	14,700.00	15,800.00	16,900.00
I	Average amount quoted	15,800.00		
Bidder B				
C	Uniform and Shoes charges	600.00	700.00	850.00
D	Health Insurance	2,000.00	2,500.00	3,000.00
E	Accidental Insurance	2,000.00	2,500.00	3,000.00
F	Overhead & Profit %	5%		
G	Overhead & Profit amount	250.00	250.00	250.00
H	Total amount quoted	14,850.00	15,950.00	17,100.00
I	Average amount quoted	15,967.00		

From the above table, it is understood that Bidder A becomes the lowest bidder considering the average amount quoted.

** Above table is just indicative of BOQ uploaded in online portal **

- VII.A** If more than one bidder quotes the same amount in the Online Price Bid, these bidders will be invited personally to IIMB, they will be issued the Price Bid (hard copy) and the bidders will be asked to quote the percentage for the Overheads & Profits, uniform and shoes charges and insurance charges manually and submit the closed cover, addressed to Chief Manager (Infrastructure), Indian Institute of Management Bangalore, Bangalore, superscribing on the same "Price Bid" and "Name of Work" and From Address within the scheduled time. These covers will be opened immediately in the presence of these bidders and the work will be awarded to the bidder who has quoted lowest amount in this Price bid.
- VII.B** If, here also, more than one bidder quotes the same amount, the successful bidder will be arrived at on the basis of the year of the commencement of business of the bidder and the work will be awarded to the senior bidder.
- VII.C** The tender is invited for three years and is valid for the duration of three years. However, the contract is awarded for one year and work order will be issued for one year.
- VII.D** The contract may be extended to second and third year based on the performance, with the same Overhead and Profit percentage as quoted in online price bid and uniform and shoes charges and insurance charges as quoted in the online Price Bid for all the three years and tender terms and conditions of the Contract, on mutual agreement. Value of the contract will change due to statutory variations like minimum wages, VDA, GST etc. based on the notifications released by Government of India from time to time and rates quoted towards uniform and shoes charges and health and accidental insurance charges for the second and third years.
- VII.E** If the agency is not interested in continuing the contract for the second year or third year, the agency shall close the contract with three months' notice in advance.
- VII.F** Bidders shall not contact the Client on any matter relating to their bids from the time of opening of the Tender Document till the contract is awarded. If a bidder wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated. Any effort by the firm to influence the Client in the Technical Bid Evaluation, Price Bid Comparison or Contract Award Decisions may result in the rejection of the bidder's Proposal.
- VII.G** The Director, IIMB, reserves the right to reject any or all the tenders without assigning any reasons therefore and Director's decision shall be final & binding on all the bidders.
- VII.H** Should a bidder find any discrepancies or omissions in any of the Tender Documents or should be in doubt as to their meanings, shall address the authority inviting the tender for clarification alone. Every

endeavor is made to avoid any error which can materially affect the basis of the tender, but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

VII.I Bidders shall not contact the Client on any matter relating to their bids from the time of opening of the Tender Document till the contract is awarded. If a bidder wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated. Any effort by the firm to influence the Client in the Technical Bid Evaluation, Price Bid Comparison or Contract Award Decisions may result in the rejection of the bidder's Proposal.

VII.J Release of final payments and retention money (if any) outstanding on expiry or Completion of the contract including extended period shall be subject to the Bidder furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Bidder pursuant to the contracts to work within the premises of IIMB.

VIII - OTHER CONDITIONS:

- VIII.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. **(Please refer Proforma K)**
- VIII.B** The bidder should provide information regarding any current litigation in which the bidder is involved. **(Please refer Proforma L)**
- VIII.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.
- VIII.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.
- VIII.E** If the application is made by a group of bidders, it shall be accompanied by a legal document signed by all the parties to the joint venture considering therein a clear and a definite manner the proposed administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party, the authorized representative of the joint venture and an undertaking that the several parties are jointly and severally liable to the employer for the performance of the contract together with the details of similar work experience and past performance of each of the parties to the joint venture on works of a similar nature within the past three years, current works on hand and other contractual commitments. Proof of the Registration of the Joint Venture shall also accompany this Tender, failing which the tender will be rejected by the accepting authority.

VIII.F In the case of joint ventures, the Annual Maintenance Contracts executed by them after the registration of the joint venture will only be considered for Technical Evaluation. Wherever the bidder is a joint venture of two or more bidders, a statement signed by all parties to the joint venture, of the proposed administrative arrangements for the management and execution the contract, the duties, responsibilities, and scope of work to be undertaken by each party, the authorized representative of the joint venture, and an undertaking that the several parties are jointly and severally liable to the Employer for the performance of the contract.

VIII.G 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.

VIII.H Consortium / MOUs will not be considered.

IX - GENERAL CONDITIONS OF CONTRACT:

- IX.A** IIMB / Institute / Employer means Indian Institute of Management Bangalore.
- IX.B** The expression "Bidder" shall mean the Contractor / Firm / Agency / Tenderer who submits the tender for the services and shall include the successors and permitted assigns of the Bidder.
- IX.C** The expression "Bidder" shall mean the Bidder selected by the owner for the performance of the subject services and shall include the successors and permitted assigns of the Bidder.
- IX.D** "Contract" shall mean the contract for the services and shall include the entire tender document, Minutes of Pre-Bid Meeting, Addendum/Corrigendum/any other Additional Information, Replies given to the bidders' clarifications, the General Conditions of Contract, Special Conditions of Contract, the Letter of Acceptance, and the accepted percentages (Price Bid).
- IX.E** No legal proceeding(s) and / or Industrial dispute(s) claiming wages or any other payment from or employment with the principal employer have been initiated by any present employee or previous employee of the bidder (if a company or proprietorship however previously designated) or of any partner of the bidder (if the bidder is a partnership bidder). This will have to be supported by an appropriate Declaration in the form of an Affidavit which if found to be false, in that case IIMB reserves the right to terminate the contract or take action as deemed fit, in the overall interest of IIMB and the decision of Director IIMB in this regard shall be final and binding.
- IX.F** All the Tenders shall be prepared and submitted in accordance with the Instructions given in this document. This tender notice shall be deemed to form an integral part of the contract to be entered for this work.
- IX.G** Tenders shall be submitted in the prescribed form. No Tender Document will be considered which is not as per the prescribed form and does not bear the bidder's signature and seal at the bottom of every page of the Tender Document.
- IX.H** Under no circumstances will a Father and his Son(s) or other close relations who have business dealing with one another be allowed to participate in the Tender Document for the same contract as separate competitors. Breach of this condition will render the Tender Document of both parties liable for rejection.
- IX.I** The bidders are advised to visit the site and inspect the documents pertaining to the work if any, by taking prior appointment with the Accepting Officer. Bidders shall be deemed to have full knowledge of all the relevant documents, site etc., whether they have inspected the documents and visited the site or not. The cost incurred in visiting the site will have to be borne by the bidder only.
- IX.J** The submission of a Tender Document by a bidder implies that he has read this notice and the conditions of contract and has made himself aware of the scope and specifications of the work to be done, and local conditions and other factors bearing the execution of the work.

- IX.K** Bidders must be very careful to deliver a Bonafede tender failing which, the Accepting Officer at his absolute discretion shall reserve the right of forfeiting a part or full amount of the Earnest Money Deposit. Such tender must satisfy each and every condition laid down in this notice.
- IX.L** The successful bidder, after award of the contract, must produce the following:
- a. Acceptance letter for accepting the work order within 1 week of award of contract.
 - b. Bank guarantee against Security deposit within 10 days of award of contract.
 - c. Agreement on a Stamp Paper within 15 days of award of contract
 - d. Appointment Orders, Uniforms, Shoes, Insurance cards, ID proof, Proof of Police Verification within 20 days of award of contract
- IX.M** The bidder hereby agrees that the amount to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against IIMB in respect of any proprietary rights or copyrights on the part of any other party. The bidder shall indemnify and keep indemnified the IIMB against any such claims and against all cost and expenses incurred by the IIMB in defending itself against such claims.
- IX.N** In case, the successful bidder fails to furnish the acceptance to the Work Order and enter into Agreement within the schedule time after issue of Work Order and fails to deploy the required manpower at IIMB, the contract will be terminated with a written notice of thirty (30) days and EMD will be forfeited.
- IX.O** During the currency of the contract, if any technician position falls vacant and a new technician is hired, the agency shall provide insurance coverage accordingly and the cost of the same shall be considered.
- IX.P** The selected bidder shall immediately provide a substitute in the event of any technician leaving the job.
- IX.Q** All the tender conditions like fitness certificate ,uniform , shoes , health insurance , accidental insurance shall be issued to the substitute and the cost for the above shall be borne by the successful bidder
- IX.R** Should a bidder find any discrepancies or omissions in any of the Tender Documents or should be in doubt as their meanings, shall alone address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- IX.S** Bidders shall not contact the Client on any matter relating to their bids from the time of opening of the Tender Document till the contract is awarded. If a bidder wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated. Any effort by the firm to influence the Client in the Technical Bid Evaluation, Price Bid Comparison or Contract Award Decisions may result in the rejection of the bidder's Proposal.
- IX.T** Release of final payments and retention money (if any) outstanding on expiry or Completion of the contract including extended period shall be subject to the Bidder furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Bidder pursuant to the contracts to work within the premises of IIMB.

X - WORKMEN COMPENSATION INSURANCE:

- XI.A** The contractor shall, at his expense, see that the staff deputed by them under this contract are covered under Employees State Insurance Act, as applicable to staff.
- XI.B** In respect of such staff who are not covered by the Employees State Insurance Act as stated above, the Contractor shall at its expense, carry during the terms of this agreement Workmen compensation insurance as required under the Workmen Compensation Act, 1923.
- XI.C** In the event of the Contractor's failure to maintain any of the insurance coverage provided herein above, Client may obtain such policies and deduct the cost thereof from any money due or which may become due to Contractor.
- XI.D** In the event of any damage to the work, whether or not subject to insurance coverage described herein above, the Contractor shall, at his sole cost and expense, proceed with due diligence to rebuild and repair the work so damaged. If such damage was caused by casualty or other reason beyond the fault or reasonable control of the Contractor, then the Contractor shall be entitled to an extension of time for completion of the work as determined by the Client, provided however, that in no event shall the contractor be entitled to any additional compensation or monies in connection therewith, including without limitation, any shortfall or deficiency in amounts finally paid by any insurer.
- XI.E** The contractor shall remit ESI and PF (If applicable) to the government from time to time and a copy of the remittance shall be provided to the employer.
- XI.F** The period of insurance shall be issued on yearly basis, subject to renewal of manpower contract every year. Documentary proof for the same should be submitted to IIMB every year before commencement of contract.
- XI.G** The scheme shall cover the employee+spouse+2 children below 25 years of age.
- XI.H** The scheme shall cover the pre-Existing ailments / diseases are covered from day one.
- XI.I** Cataract, Hysterectomy, Hernia, major illness shall be covered in the first year only.
- XI.J** The scheme shall ensure that the insured can claim right from day one provided the insured has been hospitalized for minimum 24 hours.
- XI.K** The scheme shall cover 30 days' pre-Hospitalization & 60 days' post-Hospitalization expenses.
- XI.L** The scheme shall cover Emergency Ambulance Charges: Rs.1,500 per claim [Maximum].

- XI.M** Some treatments in hospitals which do not need 24 hour hospitalization due to advancement in medical technology shall be covered such as treatments like adenoidectomy, appendectomy, ascetic/pleural tapping, auroplasty, coronary angioplasty, dental surgery, D&C, Endoscopies, excision of cyst/granuloma/lump, eye surgery, fracture/dislocation excluding hairline fracture, radiotherapy, lithotripsy, incision and drainage abscess, colonoscopy, varicocele, wound suturing, FESS, Haemo dialysis, Fissurectomy / Fistulectomy, mastoidectomy, hydrocele, hysterectomy, inguinal/ventral/ umbical/femoral hernia, parenteral chemotherapy, polypectomy, septoplasty, piles/fistula, prostate, sinusitis, tonsillectomy, liver aspiration, sclerotherapy, varicose vein ligation, wound suturing shall be covered under this scheme.
- XI.N** There shall be no capping for the major illness. However, on Cataract, Hernia, Hysterectomy, limit per surgery shall be restricted to actual expenses incurred or 25% of the Sum Insured whichever is less.
- XI.O Total Health Insurance Cover for each Employee shall be Rs.3,00,000 per annum with hospitalization.**
- XI.P** If any Employee dies during service, his spouse will have the option to avail the benefits of the scheme until the tenure period of the current policy.
- XI.Q** The Employee's eligibility to avail the room category is as under:
- XI.R** 2% of Sum Insured maximum for Normal or Twin sharing basis, whichever is lower [inclusive of nursing charges].
- XI.S** There shall be NO CAPPING for ISU.
- XI.T Accidental Insurance:** Eligible outsourced employees shall be covered under a separate Personal Accident Policy with 5 times the annual gross salary per person as Sum Insured. This policy shall include:
- a. Death cover.
 - b. Permanent Total Disability.
 - c. Permanent Partial Disability.
 - d. Total and Temporary Disablement.
 - e. Carriage of dead body.
 - f. Hospitalization and medical charges towards the treatment due to accident.
 - g. Terrorism cover.
- XI.U** The bidder shall be deemed to have carefully examined the terms and conditions before tendering the work.
- XI.V** The bidder shall issue Health and accidental insurance to newly deployed staff in case of replacement during the running contract and no additional cost for the same shall be paid by IIMB.

XI.W The age of candidates to be considered for obtaining health insurance shall be considered in the range of age ranging from
25 to 50 years of age - 27 Nos
50 to 55 years of age – 05 Nos
The price for quoting insurance shall be considered for the above ages.

XI.X Insurance against accident or injury to workers:

IIMB shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person on the Bidder's side. The Bidder shall indemnify and keep indemnified IIMB against all such damages and compensation, and against all liability, claims, proceeding, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

XI.Y Insurance and indemnity requirements:

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold Client, including directions, agents, contractors and employees, harmless from and against any and all claims, demands, liabilities, obligations, penalties, fines, actions, causes of action, judgments, damages, losses, costs or expense (including reasonable attorney's fees) with respect to, or directly or indirectly arising out of, resulting from or related to (in whole or in part) the performance of the work (including, without limitation, all property damage, bodily injury, death and personal injury arising there from) Contractor further acknowledges and agrees that the foregoing obligation of Contractor shall extend to any claims, demands, liabilities, obligations, penalties, fines, actions, causes of action, judgments, damages, losses, costs or expense (including attorney's fees) related to any defects in or non-conformance of the work or caused by any employee of the Contractor.

XI - ARBITRATION:

- XI.A** 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.
- XI.B** 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.
- XI.C** 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.
- XI.D** The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- XI.E** 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.
- XI.F** 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.
- XI.G** The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- XI.H** The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.
- XI.I** The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.
- XI.J** 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.
- XI.K** Any dispute arising out of or in connection with this agreement or that which may arise in future will be resolved by taking recourse to mutual settlement in the first instance, failing which the dispute will be subject to *Bangalore* jurisdiction only. The Estate Office is entitled to withhold payments due to the contractor in case of dispute till it is resolved.

XII - FAIR WAGE:

XII.A The Bidders shall abide by all the provisions of the Contract Labour (Regulation and Abolition) Act, which the Bidders are expected to have gone through before quoting for the tender, which inter-alia contain the following:

- a) Safeguarding the welfare and health of labourers.
- b) Ensuring timely payment of wages to the labourers by the Bidders.
- c) Obtaining Registration Certificates and License issue by the competent authority.
- d) Complying with the requirements of Act regarding the employment of the Child Labour.

XII.B The contractor shall be responsible for payment of wages as per Minimum Wages Act as prescribed/revised by the Government from to time and other service benefits to its personnel posted as mentioned below:-

- a. Contractor shall not pay wages and other allowances to its staff below the rates of minimum wages plus VDA and any other statutory changes fixed by the Government of India from time to time as per rules.
- b. Contractor shall provide weekly holidays, National and Festival Holidays and leave with wages and other benefits as per the Rules.
- c. All other benefits required to be extended under various labor statutory enactments.

XII.C Variation – statutory requirements:

Any variation in statutory requirements like minimum labour wages, Government levis, taxes etc. according to the laws and regulations of the Central/State Government or local Government Bodies will be compensated by the employer to the contractor during the currency of the contract.

XII.D The staff engaged by the contractor will be in the employment of the contractor only and not of the IIMB.

XIII - CONTRACT AGREEMENT:

- XIII.A** Separate work orders will be issued for the first year, second year and third year and separate agreements will be entered into for first year, second year and third year.
- XIII.B** The Bidder shall submit the contract agreement on an e-stamp paper in the format mentioned in this document, duly signed, **within Fifteen days** of issue of Work Order. Value of the e-Stamp will be intimated after award of contract to the successful bidder.
- XIII.C** The agreement should be valid for one year plus two months, from the date of commencement of the contract period. In case of extension of contract for the second year, separate agreement will have to be entered into and in case of extension of contract for the third year, separate agreement will have to be entered into.
- XIII.D** The contractor shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately and EMD will be forfeited.
- XIII.E** After the expiry of the agreement period, the service need not be continued taking as deemed extension of duration.
- XIII.F** The successful bidder shall submit the tender document along with all supporting documents uploaded in the CPP portal with a seal and sign on all pages.
- XIII.G** The successful bidder shall submit labor license after the award of work.

XIV - TERMINATION OF CONTRACT:

XIV.A In Case Of 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 bidders or agency at the cost and risk of the bidder or his successors in interest, damages etc. as aforesaid.

XIV.B In Case Of Bankruptcy:

Without prejudice to any of the rights or remedies under this contract, if the Bidder is declared bankrupt under Bankruptcy Act by the Court of Law, the Accepting Officer shall have the option of terminating the contract upon thirty (30) days' written notice, without any compensation to the Bidder. IIMB shall have the right to get the work completed by itself, or through any other bidders or agency at the cost and risk of the bidder in interest, damages etc. as aforesaid. The Bidder shall solely be responsible for protecting and securing such property.

XIV.C In case of 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.

XIV.D In Case Of Non-Performance:

In case, the performance of the staff employed by the contractor is not found satisfactory, the accepting officer has the right to terminate the contract upon thirty (30) days' written notice, without any compensation to the contractor. In this case, IIMB will have the right to get the work done through other bidders at the risk and cost of the contractor.

XV - PAYMENT TERMS:

XV.A After awarding the contract, the bidder shall submit invoice on man-month basis along with attendance report of various works carried out during the current month before 20th of subsequent month. IIMB shall pay such invoice within twenty (20) working days from the date of submission of the undisputed invoice to Accounts Section.

Documents to be submitted along with the Monthly Bill:

- i. Details of payments made to the staff.
- ii. Acknowledgement from the individual technicians for having received the payment.
- iii. Copy of ESI and PF deposit receipts.
- iv. Copies of Salary Slips issued to employees for the month.

XV.B Taxes & Duties:

The quoted percentage shall include all on the transaction between the bidder and IIMB.

GST shall be paid to the Bidder as charged in the Bills raised by the bidder subject to proof of payment of GST to the department. The bidder shall obtain registration under the Goods and Services Tax Act and furnish the GST registration number. In case of failure to furnish the GST Registration document, the GST will not be reimbursed.

XV.C Income Tax Deduction:

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

XV.D Change In Law:

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

XV.E Security Deposit:

After award of contract, the successful bidder should submit original Performance Bank at **7.5% (seven-point five percent) of the value of the work order**, valid up to the completion of the contract plus two months, within 10 days after issue of the Work Order.

Note: The Performance Bank Guarantee should be submitted within 10 days after receipt of the Work Order.

In the event of breach of contract by the contractor, the performance security will be liable to be forfeited by IIMB.

In case, the bidder stops the work abruptly, the security deposit submitted through Bank Guarantee will be forfeited.

No interest will be paid on the Security Deposit.

If the contract is extended:

In case of extension of the contract for a further period of one year (second year), a separate Bank Guarantee at 7.5% (seven point five percent) of the value of the work order issued for the second year shall be furnished by the contractor. And in case of extension of the contract for a further period of one year (third year), a separate Bank Guarantee at 7.5% (seven point five percent) of the value of the work order issued for the third year shall be furnished by the contractor.

The Bank Guarantee submitted for the first year will be returned to the contractor immediately after submission of the Bank Guarantee for the second year and the Bank Guarantee submitted for the second year will be returned on submission of Bank Guarantee for the third year.

XV.F Refund of Security Deposit:

The Security Deposit will be refunded only after the Completion of Contract period, after satisfaction of the last month's salary paid to the technicians.

The above deposit will be held by IIMB as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the bidder to IIMB under the terms and conditions of this contract may be deducted either from this security deposit or from any other sums that may be due or may become due to the bidder by IIMB on any account whatsoever, 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.

XV.G Lien in respect of Claim in Other Contracts:

Any Sum of money due and payable to the Contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by IIMB in respect of payment of a Sum of money arising out of or under any other contract made by the Contractor with the IIMB. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by IIMB will be kept withheld or retained as such by the IIMB or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

XVI - SAFETY PROCEDURES:

The Contractor shall incorporate in his operation the requirements of all the "Safety Codes" issued by the Bureau of Indian Standards, National Building Code and Regulations as duplicated by local Authorities, more stringent regulations shall be deemed to apply. If the Contractor fails to take safety measures and provide facilities at the Site work to ensure safety of Works and injuries to workmen, the Client shall have the powers to do so and recover the cost thereof from the Contractor.

The Contractor shall provide safe means of access to all working places on the Site. All necessary personal safety equipment shall be kept available for the use of the persons employed on the Site maintained in a condition for immediate use. The Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on the site of works shall be so stacked or placed which may cause danger or inconvenience to any person or the public.

All consequences, damages or losses arising by reason of any violation of the safety requirements shall be met by the Contractor. The Contractor shall be bound to pay compensation to the person for the injuries sustained or caused death owing to neglect of the safety precautions, should any claim proceedings be filed against the Client. The Contractor hereby agrees to indemnify the Client against the same.

Compliance with the latest labour laws:

The bidder shall comply with the latest labour laws and codes.

- a. Wage Code
- b. Social Security Code
- c. Occupational Safety Health Code
- d. Industrial Relations Code

XVIII - SCOPE OF WORK

Part A-

A.1 The contractor shall provide technical staff as per the following allocation chart.

Duration of Shift:	8 Hours
No. of Shifts per Day:	4 Shifts
Shift Pattern:	Shift-1 (6.00AM to 2.00PM) Shift-2 (2.00PM to 10.00PM) Night Shift (10.00PM to 6.00AM) General Shift (9.00AM to 5.30 PM)

No. of Persons per Shift: will be decided by Engineer in charge based on the institutes requirement.

A.2 The number of persons may be increased or decreased based on the requirement of the Institute.

A.3 Electrician deployed must have completed ITI (Electrician grade) or SSLC with Wiremen License issued by Electrical Inspectorate – Government of Karnataka OR

A.4 IIMB Engineer in-charge will conduct interview of candidate selected by the contractor. The contractor shall appoint the candidate selected by Engineer in-charge.

A.5 The contractor shall issue appointment order to each technician selected by IIMB Engineer in-charge, acknowledgement by the selected candidates should be obtained on the copies of the appointment orders and shall submit such copies of appointment orders to IIMB along with the proof of police verification and Aadhar card of each appointed staff.

A.6 The Bidder shall engage fully trained and adequately experienced workmen / staff and arrange to provide refresher training course for them as and when required and as per the direction of Owner.

A.7 The bidder should give proper training to the newly appointed staff and the certificate of completion of training should be produced by each staff before commencement of the work.

A.8 Efficiency, promptness, quality service, good behavior and politeness of the Bidder and his staff are the essence of the contract. The Bidder is required to provide and supervise the operations 24 x 7 x 365 days or as per the requirement mentioned in detailed scope of works and BOQ and his Manager/Officer shall personally supervise operations in the premises.

A.9 Services shall be carried out by the successful bidder as per the conditions of the contract.

A.10The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed at IIMB, before the commencement of work:

- (i) List of Manpower shortlisted by bidder for deployment at IIMB, containing full details i.e. date of birth, marital status, address etc;
- (ii) Biodata of the persons.
- (iii) Certificate of verification of antecedents of persons by local police authority.

A.11Bidder should ensure that the staff deployed by him should have moral conduct while performing duties inside the Institute Campus and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

A.12The staff deployed by the bidder shall not be below the age of eighteen (18) years and should have a valid contract of employment with the bidder.

A.13The technicians should regularly sign the Attendance Register kept at the office without fail.

A.14The selected bidder shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons.

A.15In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the selected bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

A.16The selected bidder shall ensure that any details of office, operational process, technical know-how and administrative / organizational matters are not divulged or disclosed to any person by its personnel deployed at the Institute.

A.17The INSTITUTE reserves the right to declare any person deployed by the bidder as unfit for any work on account of not having proper efficiency, sound physical, mental health or creating nuisance and/or any other valid reason and its decision shall be final and binding on the service provider. Any deployment / change of the contract employee should be with the consent of the INSTITUTE only.

A.18The Bidder's personnel shall not indulge in entertaining their guests/outside in the IIMB premises and shall not loiter in the IIMB premises and shall not normally move out of their specified area of operation.

A.19The Contractor shall be liable for and shall indemnify the employer against any liability, loss, claim or proceedings whatsoever under any statute or at common law in respect of personal injury to or death of any person

whomsoever arising out of or in the course of or caused by the carrying out of the works, unless due to any act or neglect of the Employer or of any person for whom the employer is responsible.

- A.20** The contractor shall bear and discharge the salary and other emoluments to his staff and shall strictly follow and comply with all rules and regulations, statutory or otherwise under all labour laws.
- A.21** The scope of work is broadly described herein and assigned to Contractor, as their area of responsibility is inclusive of all consultancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such consultancy services will not entitle the Contractor to charge any additional fees in as much as the same are included in the overall professional fees payable to them.
- A.22** The employees engaged by the contractor will be in employment of the contractor only and not of the IIMB.
- A.23** The contractor shall compensate in full the loss sustained by this office on account of damage or theft of material during discharge of the activities.
- A.24** In the event of any damage caused to any equipment or items available at the office premises due to negligence of the contractor, the amount so involved on this account shall be deducted from the payment due to contractor.
- A.25** The contractor must be registered with Labour Commissioner and have a service base in Bangalore with enough manpower.
- A.26** The contractor shall ensure that none of his employees is / will be a member of any of the Employees' Union(s) of the Central Union of Government Employees or take any interest in its activities.
- A.27** Compensation will be paid only to the working days. Compensation will not be paid if the operator is absent from duty.
- A.28** The Contractor shall ensure that the substation telephone is strictly for official purpose only.
- A.29** It is expressly made clear that the employees/staff engaged by the contractor shall not be employees of the institute under any circumstances.
- A.30** All breakdown calls/complaints received during normal working hours should be attended to as early as possible. No complaints should be left and not postponed to next day.
- A.31** The Service report containing nature of the complaints, nature of the fault and attended, parts replaced, and customer remarks/signature should be prepared by the contractor. The office should approve the model of service report. The contractor shall provide day/week/monthly report stating the nature of complaints/work done at the end. The model of the format will be given by IIMB.

A.32 Field Officer Visit to IIMB Campus:

Monthly visit of Field officer to IIMB is mandatory.

He should sign in the attendance register kept at office.

He should inspect the maintenance work and should submit the monthly inspection report along with the monthly bill. If the monthly inspection report is not submitted along with bill, the bill will not be processed for payment.

The Field Officer should report to the Engineer in-charge during his visit and discuss the status and any other activities as desired by Engineer in-charge

Penalty for irregularity in the field officer's visit to IIMB: Any irregularity in the visits will attract penalty of Rs.3500.00/ visit.

PART B – MAINTENANCE OF PLUMBING, ELECTRICAL, CARPENTRY, WATER SUPPLY AND TELEPHONE

SCOPE OF WORK

- B.1** The work involves maintenance of all buildings connected with Management Development Centre (MDC), which has 118 rooms with attached toilets and kitchen living, common area and common toilets. It includes cleaning of grease traps at regular intervals and burning the contents and maintaining of sewage lines connected with the system.
- B.2** Maintenance of Hostel Block consisting of 232 toilets consisting of 1400 rooms and attached Mess, dining, recreation etc., FPM Block consisting of 52 units with attached bathrooms and MHU with 30 units with attached bathroom.
- B.3** Maintenance of faculty housing 24 units and staff housing 149 units , Admin building , classrooms , library , etc and overall maintenance both internal and external.
- B.4** Maintenance works in areas other than the above in the campus as instructed by Engineer-in-charge.
- B.5** Maintenance of water tank, water pipelines, drainage lines, toilet and washbasins, urinals, W/C, choke up of flushing tanks and flush lines, alteration of components, rectification of leakage, and repair of entire sewage system of the building, etc.
- B.6** Check the availability of water in the water tanks and fill the tanks as when required.
- B.7** Check the pressure of water supply in sanitation areas.

- B.8** Check all the area for damaged false ceiling, floor carpet tiles, glazing and re fix wherever necessary.
- B.9** Check the door and window closers for its functional aspect and change or re-fix the closers when required at all the buildings in the campus.
- B.10** Proper maintenance of all furniture/ compactors/ bureaus/ workstations at all the buildings in the campus.
- B.11** Cleaning of water cooler at regular intervals, ensuring cleaning and maintenance of water purifier.
- B.12** To ensure continuous power supply to all the mentioned building.
- B.13** Attending complaints received from various places.
- B.14** Replacement of defective electrical parts.
- B.15** Carry-out wiring and minor modification works as directed by Engineer-in-charge.
- B.16** Checking of hot water supply system which includes solar water heater, head pumps and electrical back-up on day to day basis.
- B.17** Checking of UPS installed at MDC, conference room, GYM room, Executive seminar room on daily basis.
- B.18** Attending to minor air conditioning complaints at MDC.
- B.19** To co-ordinate with MDC reception, Hostel office and MHU caretaker regarding the complaints and attend to them.
- B.20** Attending to complaints related to water filters and water cooler.
- B.21** Checking of main power distribution board and sub-distribution boards once in a month.
- B.22** Prepare and submit inventory of materials drawn from the stores on monthly basis.
- B.23** Handing over all defective materials, replaced items and other unserviceable items back to IIM as per the inventory list prepared.
- B.24** Replacement of fused bulbs/fittings/switches/sockets.
- B.25** Attending to any type of trouble associated with electricity from the Power distribution boards to Individual rooms/areas.
- B.26** Cleaning of tube lights and fans in a phased manner.

- B.27**The recirculation pump used in solar heater must be closely monitored for its functioning and must be recorded in the register of Plumbing supervisor.
- B.28**Maintaining the Electrical gadgets, chimney, deep fryer etc. in the Kitchen of the earlier mentioned buildings.
- B.29**De-silting of all inspection chambers, rainwater silt traps etc. at campus.
- B.30**Attending telephone complaints in the campus.
- B.31**Laying of new cable lines and providing new connections.
- B.32**Attending faults in MDF, IFD and DPs.
- B.33**Shifting of extensions.
- B.34**Daily checking of incoming and outgoing lines.
- B.35**Carrying out conducting, casing and capping, cable laying, clamping etc.
- B.36**Caretaking of flats at Ajmera Green Acres allotted to EPGP students.
- B.37**Overall monitoring and attending to carpentry complaints received through various stakeholders campus residents (staff and faculty), students from hostels, classroom maintenance authorities, admin offices, classrooms, MDC, MHU, Sports Centre.
- B.38**Coordination with all vendors executing interior works.
- B.39**Interaction and coordination with vendors who undertake modular interior works at offices.
- B.40**Interaction and coordination with vendors who undertake modular interior works at offices.
- B.41**Overall maintenance of modular kitchen interiors at residences including coordination with outside agencies.
- B.42**Repair and maintenance of modular storage units, wall units provided at the office.
- B.43**Ascertaining requirement of materials required for maintenance works at campus buildings and preparing requisition note.
- B.44**Overall maintenance of false ceiling /grid ceiling at various buildings at campus and signages.

XVIX - SPECIAL CONDITIONS OF CONTRACT

- XVIX.A** Specialist Manpower for various works should be made available. The Manpower shall be able to perform various works as well as field duties.
- XVIX.B** The Personnel deployed by the Bidder will be the employees of the Bidder in all respects. The INSTITUTE will not accept any responsibility whatsoever regarding the personnel provided by the Bidder. The bidder shall fully indemnify INSTITUTE in this respect.
- XVIX.C** The selected Bidder has to enter into an Agreement on Non Judicial stamp paper of the prescribed value at his own cost with the INDIAN INSTITUTE OF MANAGEMENT BANGALORE. **Please see Proforma C for the specimen.**
- XVIX.D** The Bidder shall be responsible to register itself and obtain a valid licenses under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under, if required it must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the INDIAN INSTITUTE OF MANAGEMENT BANGALORE as may be required by the Act / Rules and shall indemnify INSTITUTE against any penalties/claims arising out of any event, accident or of any default on its part. A copy of the certificate of registration and Licenses of the bidder to be verified by The INSTITUTE with originals.
- XVIX.E** The INSTITUTE will not be responsible financially or otherwise for any causality/disablement/death caused to any staff of the Bidder, while providing the services under this agreement. The Bidder Shall obtain adequate insurance policy and police verification with Aadhar Card (UID) in respect of all his staff, engaged by him in the execution of this contract work, against all risks as may be required under any provisions of law and to meet the liability of compensation arising out of such injury/disablement/death at work site and carry out complete obligations under the said Act / Rules and furnish all information to the INDIAN INSTITUTE OF MANAGEMENT BANGALORE and shall indemnify INSTITUTE against any such penalties/claims out of default on its part.
- XVIX.F** Interchanging of personnel from one section to another section shall remain prohibited unless authorization/permission issued by INSTITUTE specifically inconsideration cases and prior submission of request by the bidder.
- XVIX.G** All the statutory provisions shall be observed/ followed by the Bidder during the running of Agreement.
- XVIX.H** The Bidder shall have to provide facility for inspection of its office, works and documents to the inspecting team of INSTITUTE and shall cooperate / assist in providing any other details if necessary.
- XVIX.I** The Institute reserves the right to inspect, from time to time, duty, the uniforms worn by the technicians as well as their fitness to perform duty up to the satisfaction of the Institute. If the workers are found to be absent

from their duty place / or not wear the proper uniform at the time of duty / at the time of inspection, penalty of Rs.250/- (Rupees Two hundred Fifty only) per person per day shall be imposed.

- XVIX.J** The selected bidder will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, PF, Bonus and Leave with Wages. The bidder should maintain proper record as required under the Law / Acts.
- XVIX.K** Bonus under the Bonus Act, 1965 will be paid to the bidder for further payment to his employees. Bonus should not be less than minimum fixed by the Central Government Bonus Act.
- XVIX.L** Annual bonus to the workers should be paid at the end of the 12th month from the commencement of the contract. The bonus should be deposited only in the SB A/c of the workers and the details of the same should be submitted along with the salary invoice of that month.
- XVIX.M** The bidder must submit the duly signed Form 3A (Revised) for each worker along with the salary bill for the month of April in that year.
- XVIX.N** The selected bidder will be responsible for compliance of all statutory provisions relating to Provident Fund and Employees State Insurance etc., in respect of the persons deployed by it at IIMB. The bidder shall make available the required records to IIMB for periodic inspection at the end of every quarter of every financial year, to ensure statutory compliance to the satisfaction of IIMB.
- XVIX.O** The Bidder undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authority for doing such work. The Bidder shall comply with all applicable laws, rules and regulations in force. The Bidder undertakes to obtain such permission/license as may be required under the Central Contract Labour (Regulation and Abolition) Act, 1970. The Bidder undertakes to produce the license/permission etc. so obtained to IIMB or furnish copies thereof as and when required by the Institute. The Bidder also undertakes to keep and get renewed such license, permission etc. from time to time. The Bidder shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
- XVIX.P** The selected bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The Institute, shall in no way, be responsible for settlement of such issues whatsoever. The Institute shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing bidder in the course of their performing the functions/duties, or for payment towards any compensation.
- XVIX.Q** The manpower deployed by the bidder shall not have any claims of Master and Servant relationship vis-a-vis IIMB nor have any principal and agent relationship with or against the IIMB.

- XVIX.R** The bidder shall remit ESI and PF to the government from time to time and copy of the remittance shall be provided to the employer along with the monthly bill.
- XVIX.S** The Institute will not provide any residential space for accommodation to the deployed staff.
- XVIX.T** The necessary replacement materials will be supplied by the office free of cost and the same should be collected from the office (or) the bidder shall arrange to supply any materials required at the earliest or latest within a day if the materials not available at office with prior approval. The cost of materials will be paid separately. The related material must be returned to the respective supervisors before seeking fresh materials.
- XVIX.U** Traveling/daily allowances shall not be payable to the agency/company, its representatives, officials and consultants engaged by it for their visit to IIMB, offices of local authorities, Employer's office or any other place in Bangalore.
- XVIX.V** The bidder shall consider providing two set of proper uniform to staff consisting of full pants, shirts and shoes. The bidder shall also provide badges/identity cards to the staff and shall ensure that their turnout is neat and clean in all respects. Each staff should possess a mobile phone and shall share the phone number with Engineer in-charge.
- XVIX.W** The staff deployed by the bidder should possess Aadhar Card, any other valid Age Proof and proof of police verification. Copies of the same shall be submitted to IIMB before commencement of work and whenever demanded by IIMB.
- XVIX.X** Salary should be given before 7th of every month. The bidder shall make salary payment directly to the bank account of the individual employee. No payment shall be made through cash. The bidder shall give salary slip to individual employee every month.
- XVIX.Y** No sub-contracting of any work or part of the work would be allowed.
- XVIX.Z** The staff provided by the bidder are in case found to be indulging in any undesirable or unfair activities in the premises, the bidder will solely be responsible for all the consequences apart from the liberty of office to lodge complaints before appropriate authorities.
- XVIX.AA** The bidder must be registered with Labor Commissioner and have a service base in Bangalore with enough manpower.
- XVIX.BB** The Institute will not be liable for any unauthorized acts committed by the employees/Field Officer of the bidder and the institute shall be kept fully indemnified and harmless on that behalf. In case of any loss/damage etc being caused to the institute on account of any negligence, carelessness or act of omissions by the employees/staff of the bidder, the bidder shall make good the loss or damage.

XVIX.CC All charges / compensations on account of damage, loss, theft or accident are to be paid by the bidder and he shall be solely responsible for making payments to claimants.

XVIX.DD IIMB may demand for the deployment of more number of staff at the sites of upcoming construction projects at the existing campus and new campus.

XVIX.EE For such additional requirement of the staff, prior notice of seven days will be given to the bidder on the same terms and conditions of the contract and at the same rates quoted by the bidder.

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: Outsourcing Plumbing/water supply, Electrical, Carpentry, and Telephone Maintenance Works at IIMB existing campus and new campus. (Manpower supply).

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: Outsourcing Plumbing/water supply, Electrical, Carpentry, and Telephone Maintenance Works at IIMB existing campus and new campus. (Manpower supply).

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 "**Outsourcing Plumbing/water supply, Electrical, Carpentry, and Telephone Maintenance Works at IIMB existing campus and new campus. (Manpower supply)**" 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 "**Outsourcing Plumbing/water supply, Electrical, Carpentry, and Telephone Maintenance Works at IIMB existing campus and new campus. (Manpower supply)**" at the Indian Institute of Management Bangalore".
- 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 "" 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 Service tax.

2. Term:

This Agreement shall be effective from _____ and valid for Twelve (12) Calendar months i.e., up to _____ and further can be extended based on the satisfactory performance of the Contractor and mutual agreement of the Parties as per the terms of the original tender dated _____ in connection with

"Outsourcing Plumbing/water supply, Electrical, Carpentry, and Telephone Maintenance Works at IIMB existing campus and new campus. (Manpower supply)".

- (a) In case of extension of contract for the second year, separate agreement will have to be entered into for the second year and in case of extension of contract for the third year, separate agreement will have to be entered into for the third year.
- (b) The contractor shall strictly comply with the terms and conditions of agreement. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately and EMD will be forfeited.

3. Payment Terms: In consideration of the work done under this Agreement, IIMB agrees to pay the Contractor on man-month basis as mentioned in the tender document. The Contractor shall be responsible for payment of all applicable Taxes on the contract.

- i. The Contractor shall promptly raise an invoice on man-month basis 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 will pay such invoice within thirty (30) working days from the date of submission of the undisputed invoice to Accounts Section.
- iii. On receipt of the Final payments, the Contractor shall furnish a "No Demand Certificate" to IIMB.

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

5. 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.
- 6. 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 the 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.

The Health Insurance coverage shall be provided for such technical staff appointed for IIMB, for an amount of Rs.3,00,000/- per person (employee+spouse+2 children below 25 years of age) for one year.

- 7. 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.

- 8. 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.

- 9. 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.

10. 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.

PROFORMA – D

PERFORMANCE BANK GUARANTEE

(On Non-Judicial Stamp Paper of the Value of Rs.200)

BG No:

Date of Issue:

To:
Indian Institute of Management Bangalore
Bannerghatta Road,
Bangalore- 560076

Dear Sir/Madam,

Sub: Agreement dated <Insert Date> for provision <Insert name of Work>

1. In consideration of Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore- 560076, (hereinafter referred to as the "Employer" which expression shall unless repugnant to the context include its successors in interest and assigns) having entered into an Agreement dated <Insert Date> valued at Rs. <Insert Amount>/- (Rupees <Insert Amount in words> Only) (hereinafter called the "Agreement" which expression shall include all the amendments thereto) with M/s. <Insert Bidder's Details>., having its registered office at <Insert Address>, (hereinafter referred to as the "Bidder" which expression shall unless repugnant to the context include its successors in interest and assigns) for the <insert name of work>at Indian Institute of Management Bangalore. on terms and conditions set out interalia, in the Work Order No. <Insert W/O No.> dated <Insert Date> which have been unequivocally accepted by the Bidder.
2. The Bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract including the warranty obligations or liabilities under the Contract equivalent to 5% of the Contract value to IIMB, amounting to Rs. <Insert Amount>/- (Rupees <Insert Amount in words> Only), as Security Deposit in the form of a Bank Guarantee.
3. We, <Bank Name>, having Registered Office at <Insert Address>, (hereinafter referred to as the "Bank") hereby agree, guarantee and undertake that we shall forthwith, immediately upon receipt of written intimation/ demand/ letter/ claim from you viz., Indian Institute of Management Bangalore without any deduction, reservation, protest, demur, delay or reference to M/s <Insert Name of Bidder> the sum of Rs. <Insert Amount>/- (Rupees <Insert Amount in words> Only) irrespective

of, and notwithstanding any dispute or demand to the contrary made/raised by the Bidder.

We further undertake and agree that we shall make payment to you of the afore said amount of Rs. <Insert Amount>/- (Rupees <Insert Amount in words> Only) immediately upon demand being made, as aforesaid, without in any manner, referring to, or seeking consent of or instructions from the Bidder and without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this guarantee or on the issue of any instructions to the contrary issued by the Bidder. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority or any instructions, letter contrarily issued by the Bidder. We agree that Guarantee herein contained shall be irrevocable and shall continue to be in force for six months from the date of execution of this PBG or till the delivery of the Equipments to the Employer and also enforceable till it is specifically discharged by the Employer by issuance of a letter/certificate to such effect or till <Insert date of validity>, whichever is earlier. No periodic renewal by the bank shall be necessary.

4. The Employer shall have the fullest liberty, from time to time, without in any way affecting the liability of the Bank under this Guarantee to extend the time for performance of the Agreement by the Bidder or vary the terms of the Agreement. The Employer shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Bidder and to seek compliance with any covenants contained or implied in the Agreement or any other course or remedy or security available to the Employer. Notwithstanding any such extension or variation, the Bank shall not be released of its obligations as assumed under these presents by the exercise by the Employer of any liberty with reference to matters aforesaid or any of them or by reason of any act or forbearance or other acts of Employer or any other indulgence shown by the Employer to the Bidder. We agree that irrespective of such extensions of time or variation in Agreement, our liability to pay the aforesaid amount of Rs. <Insert Amount>/- (Rupees <Insert Amount in words> only), without demur, objection shall continue to remain unaltered, enforceable and valid.
5. The Bank further agrees that the Employer, at its option, shall be entitled to enforce this Guarantee against the Bank, without in the first instance proceeding against the Bidder or making any demand upon the Bidder to pay and notwithstanding any security or other Guarantee that the Employer may be possessed of in relation to the Bidder's liabilities, either in relation to this agreement or otherwise and our liability to make unconditional payment on demand by the Employer shall not be affected or diluted and shall remain valid, enforceable and unaltered.
6. We further agree that for the purpose of this Guarantee any notice issued to us by the Employer and the amount claimed in such notice as being payable by the Bidder to the Employer shall be deemed to be correct and shall not be disputed or questioned by us but shall be paid in the manner

herein before stated forthwith and without delay. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the Bidder. We further undertake not to revoke this Guarantee during the period of its validity viz., till the Employer discharges us, in writing, as aforesaid, or till the expiry of six months from the date of execution of this PBG, whichever is earlier notwithstanding any dispute, difference between the Bidder and ourselves and our bankers' lien either in general or particular in relation to the Bidder shall not include the amount guaranteed to the Employer under this Guarantee

7. Notwithstanding anything contained to the Contrary contained herein:
- i. Our liability under this bank Guarantee shall not exceed Rs.<Insert Amount>/- (Rupees <Insert Amount in words> Only); and
 - ii. This Bank Guarantee shall be valid up to <Insert Date>; and
 - iii. 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 demand on or before the said expiry date i.e., <Insert date> (inclusive of claim period) at <Bank Name>, <Insert Bank Address> and a copy of the same to be sent to Bank Guarantee Dept. <Insert name, designation and address of the concerned officer accordingly> where after it ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to us.

Executed this ____ day of <Insert Month> <Insert Year> at Bangalore

For <Insert Bank Name>

Authorized Signatories
Bank Seal

PROFORMA – E
UNDERTAKING LETTER

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

To

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

<p>Sub: Outsourcing Plumbing/water supply, Electrical, Carpentry, and Telephone Maintenance Works at IIMB existing campus and new campus. (Manpower supply)</p>
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Dear Sir,

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

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

Signature & Name of the Bidder

PROFORMA –F

DETAILS REQUIRED FROM THE BIDDERS

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

1. 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. Labour License No.

5. Company Registration No.

5. GST No.

PROFORMA – G

VENDOR BANK DETAIL FORM

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

The Indian Institute of Management
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 – H

DECLARATION LETTER

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

To

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

Sub: Outsourcing Plumbing/water supply, Electrical, Carpentry, and Telephone Maintenance Works at IIMB existing campus and new campus. (Manpower supply)''

Dear Sir,

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

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

Yours Faithfully,

FOR M/s _____

PROFORMA – I

**Similar Work experience shall be submitted in the following format
(for the previous five years)**

Sl. No.	Year	Name of the client with complete Postal Address and Contact Number, Email Id	No of Manpower provided	Contract Value	Workorder & completion Certificate issued by the client (YES/NO) (copy to be attached)
1					
2					
3					
4					
5					

PROFORMA – J

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of the Value of Rs.200)

BANK GUARANTEE No.

THIS DEED OF GUARANTEE executed on the day of Two Thousand EightBy Bank

A Body Corporate established under the Banking Companies (Acquisition and Transfer of undertakings / Act 1970 Branch represented (herein by its Branch Manager and Attorney holder Sri. hereinafter referred to as the "GUARANTOR" which expression shall, whenever the context so requires or admits, mean and include its successors and permitted assigns);

IN FAVOUR OF "**INDIAN INSTITUTE OF MANAGEMENT BANGALORE**" a Company incorporated under the Companies Act, having its Regd. Office at, Bangalore – 560 076.

WITNESS AS FOLLOWS:

- I. WHEREAS the Instituter has given the tender document for the work of "....." in IIMB, to (hereinafter referred to as the "BIDDER" vide Tender Notice advertised in Dated at a Total estimated cost of Rs to quote for work.
- II. WHEREAS in forms of the said tender, the bidder has to pay a sum of Rs..... to the Company as Earnest Money Deposit for due performance of the tender offer and on the request of the Bidder the Institute has agreed to receive a Bank Guarantee for Rs..... in lieu of payment of the Earnest Money Deposit amount, such guarantee being valid for a period of from the date of opening of tender document.
- III. WHEREAS accordingly on the request of the Bidder, the Guarantor has agreed to issue a guarantee for the sum of Rs. (Rupees only), in favour of IIMB.

IV. NOW THIS DEED OF GUARANTEE WITNESESS AS FOLLOWS:

- IV.1. That the Bidder above named shall duly and fully perform their obligation under the tender offer submitted by them with Company as aforesaid, to the complete satisfaction of the Institute.

- IV.2. That in pursuance of the foregoing and in a consideration of the Institute having agreed to receive a Bank Guarantee in lieu of payment of Rs..... by the bidder as Earnest Money Deposit, the Guarantor, at the request of the company, hereby guarantees the repayment to the Company of Rs..... (Rupees only) and on a demand in writing by the Company, on the Guarantor.
- IV.3. That in the event of the bidder failing, neglecting or being unable to perform its obligations under the said tender offer or refusing to pay the said sum of Rs. only or any part thereof, the Guarantor, hereby agree and undertake, that it shall pay to the Institute without demur and forthwith, a sum not exceeding Rs. only on a demand made in writing by the Company, for payment of such sum. The decision of the Institute as to the quantum of the amount and whether the amount has become due or not, shall be conclusive and binding on the Guarantor.
- IV.4. The Institute shall be entitled to vary the terms of contract document between the Company and the Bidder or grant extensions for performance of any of the obligations under the contract document, by the Bidder without reference to or consent of the Guarantor. The Guarantor hereby agrees that such variation or extension will not extinguish or alter the liability of the Guarantor under this Guarantee and the Guarantor further agrees to waive the rights which it may be entitled to under Sections 134, 135, 139 & 141 of the Contract Act in that behalf.
- IV.5. IT IS HEREBY MADE CLEAR THAT:
- IV.5.a) The decision of the Institute as to whether the Bidder has committed any breach of their obligations towards it and as to what amount is payable by them to the Institute in that behalf shall be final, binding and conclusive as against the Guarantor and the Guarantor shall make payment accordingly, on demand by the Institute.
- IV.5.b) Any time or indulgence shown by Institute to the Bidder in the matter of performance of the contract document or any modifications or variations made in the said contract document by the Institute or any variations in the constitution of the Bidder shall not discharge the liability of the Guarantor under these presents.
- IV.5.c) The liability of the Guarantor under this guarantee shall not exceed Rs.....(Rupees..... only)
- IV.5.d) The liability of the Guarantor shall cease if no claim or demand is made on the Guarantor on or before
- IV.5.e) We are liable to pay guaranteed amount if you serve upon as a written claim or demand on or before

IN WITNESS WHEREOF the Guarantor has executed these presents at on the day month and year first above written.

SEAL OF BANK:

Witness (with address)	For
1.	Name Designation Code No.
2.	

PROFORMA – K

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 (***name of the bidder***) hereby declare that the bidder / bidder namely M/s (***name of the bidder 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 labour 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 – L

LITIGATION DETAILS (COURT CASES/ARBITRATION)

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
