



**ANNUAL MAINTENANCE CONTRACT FOR
OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT
AT INDIAN INSTITUTE OF MANAGEMENT BANGALORE CAMPUS,
BANNERGHATTA ROAD, BANGALORE**

TENDER DOCUMENT

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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**

30.09.2024

e-TENDER NOTICE

Sealed "OPEN" Tenders for the work described below are invited by Indian Institute of Management Bangalore for "Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant (600 kLD capacity) at IIMB Campus".

E.M.D (Rs.)	Period of Contract	Online Issue of Bid Document	Last Date of Submission of Tender Document and Date of Opening of Technical bid	Date of Opening of Online Price Bid
1	2	3	4	6
Rs.50,000/-	One year (The contract may be extended for a further period of two years based on the tender terms and conditions)	30.09.2024 to 22.10.2024	Submission of Online Tender: 22.10.2024, 15.00 Hrs Opening of Online Tender (Technical Bid): 23.10.2024, 15.00 Hrs	Qualified bidders will be auto intimated by CPP Portal.
Pre-bid Meeting			Date: 16.10.2024 Time: 15.00 hours Venue: Estate Office	

Online Price Bid:

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

I. INSTRUCTIONS TO BIDDERS:

I.1. The nature of the tender is Two Bid System i.e. Technical Bid and Price Bid. The rates are to be quoted only in the Online Closed Price Bid.

I.2. Who can apply: Bidders **(a)** who are continuously in the business of designing, constructing and maintaining Sewage Treatment Plant, **(b)** who have experience of successfully maintaining Sewage Treatment Plant of 500 kLD and above capacity and **(c)** who have registered office based in Bangalore are eligible to apply for this tender.

I.3. Bid Validity: 120 days from the date of opening of Online Price Bid.

I.4. Duration of Contract: Duration of the tender is for three years. The contract will be in force for a period of one year from the date of agreement and further the contract shall be extended to 2nd and 3rd year subject to satisfactory performance and acceptance by the contractor in writing 15 days before the end of the current contract. Further extension thereafter would be decided later subject to satisfactory completion of the above tenure.

I.5. 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.

I.6. 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.

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

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

I.7. Submission of Tender: Tender shall be submitted online only, in Central Public Procurement Portal (CPP Portal).

I.8. A) Notice Inviting Tender, any corrigenda / addenda issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders if any, form part of the Tender Document.

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

C) 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.9. If any bidder submits the tender without considering the corrigenda uploaded if any, or if any bidder does not submit the revised price bid, or if any bidder does not submit the additional supporting documents, the tender submitted by such bidder will be rejected summarily.

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

If any bidder submits the tender before the due date and after his submission of tender, any corrigendum / addendum is uploaded which is directly or indirectly related to quoting in the price bid or submission of the supporting documents other than those prescribed in the tender, such bidder shall revoke the submitted price bid and resubmit the price bid with the revised rates if required and also submit the additional supporting documents.

I.10. 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.11. PRE-BID MEETING:

I.11.A. Pre-Bid Meeting will be conducted before submission of the Tender. The bidders may send the clarifications to the email ids mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted 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.

I.11.B. Minutes of the Pre-Bid Meeting will be uploaded on CPP Portal. Minutes of the Pre-Bid Meeting forms part of the Tender. The bidder must check for the minutes of the Pre-Bid Meeting before submission of the Tender.

I.11.C. The bidders should download the minutes of the Pre-Bid Meeting, sign on the same with seal and upload it along with the other documents while submitting the Tender.

I.12. Conditional tenders are liable for rejection.

I.13. Bid comparison or contract award decisions may result in the rejection of the bidder's Proposal.

I.14. ELIGIBILITY CRITERIA:

Intending Bidder who meets the following essential criteria can apply for the tender document. The bidder should produce the annual audited financial statements along with the Profit and Loss Account, Balance Sheets and Income Tax Returns for the previous three financial years.

I.14.A. Financial position: Average annual financial turnover (during last three years) ending 31st March every year should be at least: **Rs.10,00,000/- (Rupees Ten Lakhs only).**

I.14.B. The bidder must be registered under PF Act, ESI Act (if applicable) and Shops & Establishments Act. Copies of the registration papers along with the code numbers attached to the bidder should be provided. The bidder should also mention the registration numbers.

I.14.C. The bidder should have valid registration with the Labour Commissioner. The bidder should submit the copy of the Registration Certificate.

I.14.D. Experience: Bidder should be in the business of designing, constructing and maintaining sewage treatment plant and have completed the AMC of Sewage Treatment Plant of 300 kLD and above capacity of minimum 2 contracts during the last Five years: (copy of the satisfactory performance certificate to be enclosed).

I.14.E. The bidder should be registered as a business entity carrying out the STP construction / maintenance contracts and should provide annual tax returns as a proof for the same.

I.14.F. The bidder's registered office shall be based in Bangalore and should be operational since last five years. Proof shall be submitted for the same.

I.15. EARNEST MONEY DEPOSIT:

I.15.A. The bidder shall submit the EMD through RTGS/NEFT to IIMB.

The bank details of IIMB for online transfer:

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

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

I.15.B. Exemption from paying the EMD:

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

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

I.15.C. NO INTEREST WILL BE PAID ON EMD DEPOSIT.

I.15.D. Any tender not accompanied by an Earnest Money Deposit and not secured in the payment mode as indicated above shall be rejected by the IIMB as non-responsive.

I.15.E. Forfeiture of EMD:

The Earnest Money Deposit shall be forfeited -

a) If the bidder withdraws from the Tender after tender opening during the period of tender validity

- b) In the case of a successful bidder, if the bidder fails within the specified time limit to:
- i) submit the Bank Guarantee / FDR 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 contract as per schedule or
 - iv) produce the required documents to IIMB mentioned in this document
- c) If the bidder, after quoting, withdraws from the tender or refuses/delays in commencing the contract before finalization of the tender, EMD shall be forfeited.

I.15.F. BANK DETAILS OF THE BIDDER:

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

I.15.G. RETURN OF EMD:

Unsuccessful Bidders:

- (a) Bidders not qualified in the Technical Evaluation – EMD will be returned after approval of Technical Evaluation.
- (b) Bidders who are unsuccessful in e-bidding – EMD will be returned after the issue of Work Order to L1 Bidder.

Successful Bidder:

EMD will be returned to the L1 bidder on submission of the Bank Guarantee equal to One Month value of the work order, valid for the period of one year plus two months. **Please refer clause 'Security Deposit' in this document for details.**

I.16. SUBMISSION OF BIDS:

The bidders should upload the soft copies of the supporting documents online in CPP Portal (<https://eprocure.gov.in/eprocure/app>).

I.17.A. Submission of EMD:

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

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

I.17.B. Submission of Tender:

The supporting documents, Proformas, Declaration regarding non-blacklisting in company letterhead, information regarding litigation details if any in company letterhead, shall be signed with seal and uploaded in CPP Portal.

I.17.C. Note: If these documents are not submitted, the bidder cannot complete the process of submission in the portal and his tender will be automatically treated as non-responsive and rejected.

I.17.D. Note: If any discrepancy is found in the documents submitted / if all the required documents are not submitted / if the documents are submitted in any other format, the prescribed authority may either ask for the documents or reject the tender. The decision is at the discretion of the employer.

I.17. IIMB reserves the right to accept or reject any tender and reject all the tenders at any time, without assigning any reason or incurring any liability to the bidders.

I.18. OPENING OF BIDS:

The Technical Bids will be opened as under:

I.19.A. The Technical bids will be opened on the date and time mentioned in this document. Then the bids submitted will be evaluated for technical qualification.

I.19.B. The online Price Bids of the bidders who qualify in the Technical Bid will be opened.

I.19. REJECTION OF TENDERS:

I.20.A. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.

I.20.B. 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.

I.20. The tenders submitted without furnishing the relevant information asked for, are summarily rejected.

I.21. 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.

I.22. JVs/ Consortium / MOUs will not be considered.

I.23. AWARD OF CONTRACT:

The L1 bidder will be arrived at based on the average quote for the three years including GST and he will be awarded the contract.

If average amount quoted by more than one bidder is same (tie) in 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 submit the Price bid in a 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 whose average quote for the three years is the lowest.

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.

I.24. 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.

I.25. The contract may be extended to second and third year based on the performance of the contractor.

I.26. The Director, IIMB, reserves the right to reject any or all the tenders without assigning any reasons therefor and Director's decision shall be final & binding on all the bidders.

I.27. Should a bidder find any discrepancies or omissions in any of the Tender Documents or should be in doubt as to their meanings, shall alone address the authority inviting the tender for clarification. Every endeavor 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.

I.28. 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.

I.29. 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.

I.30. No interest will be paid on any deposits made by the bidder.

II. GENERAL CONDITIONS OF CONTRACT

II.1. IIMB / Institute / Employer means Indian Institute of Management Bangalore.

II.2. 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.

II.3. 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.

II.4. "Contract" or "Tender" shall mean the entire content of this document viz.

1. Tender Notice
2. Acceptance by the Accepting Officer and Work order by Officer-in-Charge.
3. General conditions of Contract, as per standard form.
4. Equipment Details & Maintenance Schedule
5. Any correspondence that has taken place between the IIMB and the bidder from the time the tender is submitted to the acceptance is communicated.
6. Letter communicating the acceptance of the Bidder.

II.5. Payment Terms:

II.5.A. In consideration of the service provided by the contractor, IIMB agrees to pay the Bidder as per the terms and conditions mentioned in the tender document. The Bidder shall be responsible for payment of all applicable Taxes on the contract.

- i. After awarding the contract, the bidder shall submit the invoice every month along with the work report of various works carried out during the current month before 25th of the subsequent month.
- ii. IIMB will pay such invoice within Thirty (30) working days after the date of submission of the undisputed invoice to Accounts Section.
- iii. The bidder should submit the Monthly Bill as follows:

The bidder shall convert the total contract value (for 12 months) into monthly value (contract value / 12 months) equally distributed among 12 months of the contract period and shall submit the invoice for the monthly value arrived at.

Eg: Total contract value as quoted by L1 bidder is Rs.12,00,000/-. The monthly bill value will be Rs.1,00,000/- (1200000 / 12). The bidder shall submit the bill each month for Rs.1,00,000/-.

II.5.B. Documents to be submitted along with the Monthly Bill:

- i. Monthly Work Report containing the details of maintenance works carried out during the month.

- ii. Copies of the Salary Slips issued to the staff. Duly signed statement containing details of the salary deposited in the SB A/c of the workers, showing monthly wages paid to the workers with details of name, SB A/c number, EPF/ESI account number, gross salary, deductions and net salary deposited to the individual's saving accounts along with the monthly invoices. The respective officers in-charge will verify the same in addition to the ECR documents, detailed statement etc. related to the deposit of the EPF and ESI deductions.
- iii. Copy of ESI (if applicable) and EPF deposit receipts. Copy of EPF and ESI contribution remittance challan along with ECR statement containing the names of the workers and their contributions tallying with the remittance challan. The confirmation slip issued by the EPF Office for having received the EPF contributions from the bidder should also be submitted. In case the bidder fails to submit the proof of challan / statement, the bill will be withheld till submission of required document and the Institute will not be responsible for such delays.
- iv. Proof towards the remittance of the professional tax deducted (wherever applicable).

II.6. 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.

II.7. Change in Law:

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

II.8. Contract Termination:

II.8.A. Termination: If the Contractor fails to perform the duties to the satisfaction of IIMB, IIMB shall terminate the contract as a whole or a part thereof at the risk and cost of the Contractor, without prior notice of one month.

II.8.B. Termination by the contractor: If the contractor abruptly terminates the contract with or without prior notice to IIMB during the currency of the contract, the Performance Bank Guarantee submitted by the contractor will be encashed by IIMB or security deposit deducted from the monthly bills will not be released to the contractor.

II.8.C. Consequence of Termination: In the event of termination of this contract, the contractor shall submit the proof of payment of all the salary dues to the technicians, proof of ESI & PF remittances and any other dues payable till the date of termination. The balance amount payable to the contractor will be settled on verification of the documentary proof submitted by the contractor.

II.8.D. In case any of the information furnished by the Bidder is found to be false or any adverse points come to light subsequent to the Agreement, IIMB, at its discretion, may choose to terminate the Contract, at any time. The decision of IIMB in this regard shall be final and binding.

II.8.E. Termination of Contract for Death:

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

II.8.F. Termination for Insolvency:

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

II.8.G. Termination for Convenience:

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

II.8.H. Non-payment of Salary:

Any lapse in payment of salary to the staff or complying with the rules and regulations of labour laws will be considered to be breach of contract and hence, the contract will be terminated immediately, and the security deposit will be forfeited.

II.9. Security Deposit:

II.9.A. The bidder shall furnish Performance Bank Guarantee (PBG) as Security Deposit at the value of one month as per the Work Order.

Eg: If the work order value of one year is Rs.12,00,000/-, value of one month will be Rs.1,00,000/-. Bank Guarantee shall be given for Rs.1,00,000/-.

II.9.B. The PBG should be issued by any Scheduled Bank.

II.9.C. The PBG should be valid for the period of one year plus two months.

II.9.D. The PBG should be submitted in ORIGINAL.

II.9.E. The original PBG will be returned to the bidder after completion of the validity period, on submission of the Request Letter by the bidder.

II.9.F. In case, the bidder stops the work abruptly, the security deposit submitted through Bank Guarantee will be forfeited.

II.9.G. 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 the value of one month as per 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 the value of one month as per 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 original Bank Guarantee for the second year and the Bank Guarantee submitted for the second year will be returned on submission of the original Bank Guarantee for the third year.

II.10. Force Majeure:

II.10.A. 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/lockouts at the venue, war, natural calamities, pandemics or epidemics, or any other cause beyond its control and without its fault or negligence.

II.10.B. 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 with a written notice to the other party without incurring any liability for breach of contract.

II.11. 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.

II.12. 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.

II.13. The submission of Tender by a bidder implies that he has read this complete document and the conditions of contract and has made himself aware of the scope and all the terms and conditions of the contract.

II.14. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold IIMB, 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.

II.15. During currency of the Contract, it shall be the responsibility of the Bidder to safeguard all materials (tools, tackles, plant, equipment etc. either issued by IIMB or brought by the Bidder), against all losses, damages, on account of thefts, shortages, fire or any reasons whatsoever and IIMB shall not be responsible for loss, damages etc. as aforesaid. The Bidder shall solely be responsible for protecting and securing such property.

II.16. Any damage is caused to any equipment/or items available at the office premises due to negligence of the bidder, the amount so involved on this account shall be deducted from the payment due to bidder.

II.17. The bidder shall not allow any unauthorized person to operate the STP.

II.18. WORKMEN COMPENSATION INSURANCE:

II.17.A. The contractor shall, at his expense, see that the staff deputed by them under this contract are covered under the Employees' State Insurance Act, as applicable to staff.

II.17.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.

II.17.C. In the event of 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.

II.17.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.

II.19. Health Insurance with Hospitalization for the Employees:

Ii.19.A. The insurance provision should be made for employees deployed at IIMB within 1 week of issue of Work Order. The technicians deployed at IIMB shall be insured from day 1 of the contract period. All the necessary documents should be submitted before the date of commencement of the contract. Documentary proof for the same should be submitted to IIMB every year within one week of the issue of Work Order.

Ii.19.B. The scheme shall cover the pre-Existing ailments from day one.

Ii.19.C. The scheme shall cover all the diseases mentioned under the guidelines released by IRDA.

Ii.19.D. The scheme shall ensure that the insured can claim right from day one provided the insured has been hospitalized for a minimum of 24 hours.

Ii.19.E. The scheme shall cover 30 days' pre-Hospitalization & 60 days' post-Hospitalization expenses.

Ii.19.F. The scheme shall cover Emergency Ambulance Charges: Rs.1,500 per claim [Maximum].

Ii.19.G. **Total Health Insurance Cover for each Employee shall be Rs.2,00,000 per annum.**

Ii.19.H. 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.

Ii.19.I. The Employee's eligibility to avail the room category is as under:

- (i) 2% of Sum Insured maximum for Normal or Twin sharing basis, whichever is lower [inclusive of nursing charges].
- (ii) There shall be NO CAPPING for ISU.

Ii.19.J. **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:

- Death cover
- Permanent Total Disability
- Permanent Partial Disability
- Total and Temporary Disablement: 1% of the Sum Insured as one-time payment
- Carriage of dead body: 2% of the sum insured subject to maximum of Rs.2,500.
- Terrorism cover.

II.20. Arbitration:

Except where otherwise provided for in the contract, all question and disputes relating to the meaning of the specifications, designs, drawing and instruction herein before mentioned and as to quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or the conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director if the Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director willing to act as such arbitrator. The arbitrator to whom the matter is originally referred being transferred or vacating his Office or being unable to act for any reason such Director / aforesaid at the time of such transfer, vacation of Office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- a. Subject to as aforesaid the provision of the Arbitration & Conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this Clause.
- b. It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.
- c. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- d. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Bidder shall be withheld on account of such proceedings.
- e. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties / fixing date of the first hearing.
- f. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- g. The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.
- h. The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.
- i. **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, India.
- j. 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.

II.21. Fair Wage:

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.

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:

II.21.A. Contractor shall not pay salary and other allowances to his staff below the rates of minimum wages fixed by the Government of India from time to time as per rules.

II.21.B. The salary paid to the staff shall be as per the latest notification issued by GOI under Minimum Wages Act 1948 and salary shall be increased based on the revised notifications from GOI from time to time along with all such other statutory dues like ESI, PF and Leave with Wages. The bidder should maintain proper record as required under the Law / Acts.

II.21.C. Contractor shall provide weekly holidays, National and Festival Holidays and leave with wages and other benefits as per the Rules. The employees working on the Weekly Holidays, National and Festival Holidays shall be paid as per the Government of India rules. During these holidays, suitable manpower should be deputed as leave reliever. The amount quoted by the bidder shall include cost of providing leave reliever.

II.21.D. Salary should be paid 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. After crediting the salary of the employees to their bank accounts, the bidder should submit the salary slips along with the monthly bill.

II.21.E. ESI and PF:

a) The Bidder shall maintain a Register showing the names, addresses and other particulars of the insured persons. 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.

b) 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.

II.21.F. All other benefits required to be extended under various labor statutory enactments.

II.22. Variation – Statutory Requirements:

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

II.23. Contract Agreement:

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.

b) The Bidder shall submit the contract agreement on a stamp paper in a prescribed form duly signed within Fifteen days of issue of Work Order.

c) 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.

- d) 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.
- e) After the expiry of the agreement period, the service need not be continued taking as deemed extension of period.

II.24. 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 are duplicated by local Authorities, the 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 as to 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 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.

II.25. No sub-contracting of any work or part of a work would be allowed.

II.26. No escalation in rates due to any reasons, statutory or otherwise shall be allowed.

II.27. The Bidder shall not increase his rate in case IIMB has negotiated for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and if the negotiation for the reduction of rates has not been made by IIMB, the rates originally quoted will be binding on the Bidder.

III. SPECIAL CONDITIONS OF CONTRACT

- III.1. Specialist Manpower for various works should be made available. The Manpower shall be able to perform various works as well as field duties.
- III.2. The Personnel deployed by the Bidder shall be the employees of the Bidder and not of IIMB in all respects. The INSTITUTE will not accept any responsibility whatsoever in regard to the personnel provided by the Bidder. The bidder shall fully indemnify INSTITUTE in this respect.
- III.3. Interchanging of personnel from one section to another section shall remain prohibited unless authorization/permission issued by INSTITUTE specifically in consideration cases and prior submission of request by the bidder.
- III.4. Number of manpower requirement: 5 nos. of manpower is required to be employed by the bidder for efficient running of the plant as under:

Skilled – 1 no.

Semi-skilled – 4 nos.

III.5. The workmen deployed to perform the duties should be able to perform their duties efficiently and shall inform immediately about any breakdown or shutdown to Engineer in charge or to the person nominated by competent authority of IIMB. The bidder should submit the names of the persons engaged for the work and they have to report to Engineer – in charge on day to day basis.

III.6. The bidder shall provide mobile phones to the staff deputed by him and shall provide their contact numbers to IIMB.

III.7. The Bidder shall ensure that the STP telephone is strictly for official purpose only.

III.8. The Institute shall not be liable for any of the unauthorized acts committed by the technicians / agents of the bidder and the bidder is solely responsible for such acts of the technicians 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.

III.9. Minimum qualification of staff employed shall be SSLC. The supervisor should have minimum experience of 10 years and technicians / operators should have an experience 1-3 Years. The staff employed should be in the age group of 18 to 55 years.

III.9.A. The candidates will be interviewed and selected by IIMB and the bidder has to issue appointment orders to the staff selected by IIMB.

III.9.B. If the bidder removes any of the staff working on site and appoints a new staff, the same should be done with prior intimation to IIMB as the staff can be appointed by the bidder only after they are interviewed by IIMB.

III.9.C. The bidder should submit the copy of the appointment order to Indian Institute of Management Bangalore for records.

III.9.D. Following should be ready on the first day of the commencement of the contract.

- a) Health and Accident Insurance
- b) Uniforms
- c) Tools
- d) Appointment Orders
- e) Identity Cards

III.10. One set of tools including ladder from the bidder should be kept at office to look after the scope of the work as specified for routine maintenance works. The technicians must interact each other to carry out the operations without hindrance. **The bidder shall arrange to provide alternate staff in case of absence of regular staff.**

III.11. The necessary replacement materials will be supplied by the office at 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.

III.12. **The bidder should provide 2 sets of proper uniform to every technician. Every year, new fresh 2 sets of uniform should be provided. The technicians without uniform are not allowed inside the campus.**

III.13. The Bidder shall be responsible to register himself 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.

III.14. **The INSTITUTE shall 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.**

III.15. All the statutory provisions shall be observed/ followed by the Bidder during the running of Agreement.

III.16. 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.

III.17. The bidder shall ensure that none of their employees will be a member of any of the Employee Unions of the Central union of Government employees or take any interest in its activities.

III.18. 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.

III.19. 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.

III.20. 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.

III.21. 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.

III.22. 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.

III.23. **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.**

III.24. **Penalty:**

III.23.A. A penalty of Rs.6000.00 / month will be deducted from the bill for the months when the Test Certificate from approved Lab is not submitted.

III.23.B. In case of delays in attending the breakdown penalty of Rs.1000.00 / hour or part thereof shall be levied and deducted from the bills and in case of any defects arising due to bidder's negligence / poor maintenance, penalty at Rs.2000 / Hour or part thereof shall be levied and deducted from the bills.

III.23.C. **The Institute reserves the right to inspect, from time to time, on duty, the uniforms worn by the technicians as well as their fitness to perform the duty up to the satisfaction of the Institute. If the workers are found to be absent from their duty place / or not wearing 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.

III.25. In case of any major repair/ rectification works, the bidder has to organize manpower / equipment from outside agency / Experts at extra cost.

III.26. Cleaning and sweeping arrangement of the STP will be made by the bidder within the quoted rates.

III.27. In case of foreclosure, the amount of compensation payable to the Bidder will be decided by the competent authority of IIMB.

IV. SCOPE OF WORK

- IV.1. To carry out operation and maintenance of 600 kLD capacity Sewage Treatment Plant round the clock, 24x7, 365 days in a calendar year. The bidder should depute required number of manpower for operating and maintaining the plant on 8 Hours / shift basis.
- IV.2. The operators should coordinate with Horticulture supervisor for pumping treated water in the garden tanks. Water should be pumped from the STP based on the water requirement.
- IV.3. The treated wastewater should comply with the standards given in the consent order by KSPCB standards with (not limited to) following parameters, amended from time to time.

Parameters	Unit	Standards as per KSPCB
pH Value		6.5 to 9.0
Total Suspended solids	mg/L	20 Max
Bio-Chemical Oxygen Demand (3 days @ 27° C)	mg/L	10 Max
Chemical Oxygen Demand	mg/L	50 Max
Ammonical Nitrogen	mg/L	10 Max
Total Nitrogen	mg/L	5 Max
Faecal Coliform	MPN/100ml	100 Max

- IV.4. Operation and maintenance of system comprising of various pumps, motors, blowers, pipelines, settling tanks, filter unit etc. together with electrical panels and connections. Operator should have knowledge of Kannada and English.
- IV.5. Contractor must do all minor repairs, for which no additional labour charges will be paid. However, for any spares / materials replaced, actual charges will be as per the bills from authorized dealers after ascertaining the rates on submission of original bills (except damage caused to any machinery / plant due to negligence of bidder), and such materials to be cinked-in through security depart as evidence being materials brought in. Under no circumstances plant should reami under breakdown for more than 3 hours. In the event of breakdown / shutdown onsus of attending to the problem in shortest possible time will rest on the Contractor, failing which engineering department empowered to get the breakdown / shutdown any defect rectified from any outside agency at risk and cost of the bidder and make necessary deductions from their bills. The contractor has to keep all the area and surroundings at the site neat and clean and dump the scrapped materials at the scrap yard.
- IV.6. It will be Bidders responsibility to maintain STP Plant in healthy sate all the time, to plan and undertake preventive maintenance of STP at regular intervals and

attend routine maintenance activity every day. Bidder should make a service report for all the maintenance jobs carried and get it counter signed by Engineer in-charge. The institute will provide the necessary registers.

- IV.7. Bidder has to carry out testing of water at regular interval of every month and whenever felt necessary as instructed to do so by the Institute and furnish the test reports to the Engineer in-charge on priority. The bidder shall also provide a test certificate every month of effluent water before and after treatment and certificate have to be obtained from the KSPCB approved Lab.**
- IV.8. The contractor shall submit the Test Report to Karnataka State Pollution Control Board along with the Maintenance Report.**
- IV.9. The Contractor shall do all the required liaising work with Karnataka State Pollution Control Board and coordinate with Karnataka Pollution Control Board in the event of periodical inspections by KSPCB.**
- IV.10. It is the responsibility of the bidder to remove excess sludge from holding tank. In addition, bidder shall also carry out cleaning of Grease / Sludge holding tanks periodically, and disposal of grease / sludge outside the premises at own cost.**

Tank Cleaning Schedule:

Sl. No.	Description of Activity	Schedule
1	Filter pit tank	Monthly
2	Final treated tank	Once in 3 months
3	Bar screen cleaning	Monthly
4	Equalization tank cleaning	Once in a year

Note: Hoist or any other tools required for the above activities are to be arranged by the agency only.

- IV.11. The bidder shall provide name and detailed description of chemicals to be used for treatment if required and their specification may be mentioned.
- IV.12. The bidder shall supervise and maintain the Sewage treatment plant work every day and maintain logbook to record details of sewage inflow, quantity of treated water, chemical consumption, details of maintenance work carried out, Tank cleaning activity carried out, with schedule.
- IV.13. The bidder shall submit the monthly report regarding maintenance activities carried out during the month and activities planned for next month.
- IV.14. To carry out maintenance of pumps / motor, piping and electrical panels / other accessories as per preventive maintenance plan.
- IV.15. To clean all the tanks as per the preventive maintenance plan.

IV.16. **MAINTENANCE SCHEDULE OF SEWAGE TREATMENT PLANT:**

IV.16.A. To carry out the maintenance of pumps, Blowers, Decanter as per the schedule prescribed by equipment manufacturer.

IV.16.B. It will be Bidder's responsibility to maintain STP, plant in healthy state at the time, to plan and undertake preventive maintenance of STP at regular intervals and attend routine maintenance activity every day. Bidder make a service report for the maintenance jobs carried out and get it countersigned by engineer in charge. The Institute will be provided necessary registers.

IV.17. **RECORD MAINTENANCE:**

Bidder should maintain following records related to operation and maintenance.

- i) Daily Log sheet
- ii) Details of Incoming and treated water quantity on daily and monthly basis.
- iii) Monthly Report
- iv) Details of Maintenance carried out.
- v) Individual equipment Maintenance record.
- vi) Details of maintenance carried out in the previous month and activity planned during next month shall be submitted.

IV.18. The scope of work broadly described herein and assigned to Bidder, 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 Bidder to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

V. PRICE BID INSTRUCTIONS:

- V.1. Online Price Bids of the bidders qualified in the Technical Bid will be opened.
- V.2. Issue of online Price Bid: Price Bid document (Excel sheet) will be uploaded in CPP Portal.
- V.3. Downloading the online Price Bid: The bidders shall follow the instructions given under Clause "Instructions to Bidders" (Downloading the Tender Document) and under "e-Bidding Conditions".
- V.4. The price bid is divided into 2 parts, Part A and Part B.
- (a) Part A is uploaded in CPP Portal for bidders to quote the rates for the three years. **(Format is given in the document for understanding purpose).**
- (b) Part B is uploaded in CPP Portal only as a format to help the bidders have a knowledge of the rates fixed by IIMB in accordance with the GOI wage policy. **(Format is given in the document for understanding purpose).**
- V.5. After opening the online price bids of all the qualified bidders, the average amount of the three years will be calculated.
- V.6. L1 bidder will be arrived at on the lowest average amount quoted after completion of calculation as mentioned above.
- V.7. The bidder should quote the rates for three years separately (year 1, year 2 and year 3). Cells are provided differently under all the three years. The bidder should quote the rates in these cells.
- V.8. If the bidder does not quote any rate / quotes Zero rate for any one or more items / leaves them blank (i.e. without quoting any rate), his tender will be summarily rejected.
- V.9. The bidder may ask for clarifications if any regarding the Price Bid, in the pre-bid meeting or through email or may ask for clarifications orally during the working hours on any working day till the last date of submission of online price bid.
- V.10. L1 will be arrived at considering the average amount quoted by the bidder including GST element.
- V.11. The bidder shall consider the following elements before quoting the rates.
- a) Wages to be paid as per the latest Government of India Notification and the revisions from time to time
 - b) Cost of Uniforms to be provided
 - c) Tools to be provided
 - d) Health Insurance
 - e) Accident Insurance
 - f) Liaison charges (w.r.t. liaison with KSPCB etc)
 - g) Periodical Tank Cleaning Charges

V.12. Taxes & Duties:

The quoted rate shall include all State and Central taxes except GST on the transaction between the bidder and IIMB.

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

V.13. The bidder shall quote the rates in such a way that the **rates quoted for the second year should not be less than the rate quoted for the first year and rates quoted for the third year should not be less than the rate quoted for the second year. If not quoted in this way, the tender will be rejected.**

V.14. Instructions on Tender Uploading on CPP Portal:

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

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

General Instructions to Bidders:

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

technical queries/issues related to online bid submission, Bidders must directly approach the support service of CPP Portal as per the details given on their website.

Bill of Quantity (BOQ)- Price bid:

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

Submission of Online Bids:

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

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

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

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

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

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

7) Due date for Submission of Bids:

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

ii) **Bidders are advised to upload, submit and freeze their E-bids** within the due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.

iii) IIMB may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of IIMB and Bidders previously subject to the

deadline will thereafter be subject to the due date as extended.

8) Late Submission of EMD:

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

9) Withdrawal, Substitution and Modification of Bids:

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

10) Opening of E-Bids:

- i) The E-bids shall be opened online by authorized officials of IIMB as per schedule given in the Tender Notice. In the case of two bid tender, the Price bid of only those bidders who qualified in technical evaluation, shall be opened.
- ii) In the event of the specified date of Bid opening being declared a holiday for IIMB, the Bids shall be opened at the appointed time on the next working day. In two bid system, the price bid shall be opened only after technical evaluation. No separate intimation shall be sent to the bidders in this regard.
- iii) Since E-bid is an online process, the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to the process delay and IIMB will not be responsible for the same.
- iv) On opening of technical bids online, accepting the bid will not mean that the firm is technically or financially qualified.
- v) Bids will be opened online on the specified date and time. There is no need to visit IIMB premises to attend bid opening. If the bids cannot be opened on the due date and time due to any technical or administrative issues (network/connectivity issues, holidays, office closure etc.) the bids will be opened as soon as the issue is resolved or next working day as the case may be. Bids submitted online on CPP portal are safe, secure, and confidential and can be seen only after opening following the due process.

ANNEXURE 1**PRICE BID FORMAT – PART A**

Sl No	Description	Unit	Nos	Rate / Month (Rs.)	Amount (Rs.)
A	B	C	D	E	F
	Annual Maintenance Contract for Operation and Maintenance of 600 kLD Sewage treatment Plant as per the scope of work				
1	First Year – 2024-25	Months	12		
2	Second Year – 2025-26	Months	12		
3	Third Year – 2026-27	Months	12		
	Total excluding GST				
	Add: GST @ 18%				
	Total including GST				

Note: Income Tax will be deducted at 2% (two percent) at source from the monthly bill submitted by the bidder.

Instructions regarding Price Bid:

1. The Price Bid given in this document is only the format to guide the bidders how the L1 is arrived at.

2. The Price Bid is for three years 2024-25, 2025-26 and 2026-27.

3. The amount quoted for the second year shall not be less than that of first year and the amount quoted for the third year shall not be less than that of second year.

4. NOTE: There may be changes in the Price Bid which is completely at the discretion of IIMB and the same will be done before issue of Online Price Bid.

5. NOTE: The bidder should quote the rates for all the three years. If the bidder quotes zero rate or leaves any cell blank, such tender will be rejected.

ANNEXURE 2**FORMAT OF WAGE SHEET – PART B**

Name of the work : Annual Maintenance contract for Operation and maintenance of Sewage treatment plant at IIMB			
		Skilled	Semi-Skilled
1.0	Salary	954	868
1.1	Central Min wages/ day as on date	24,804.00	22,568.00
	Total gross salary - A	24,804.00	22,568.00
2.0	Statutory requirements & benefits		
2.2	NFH & Leaves	1,352	1,230
2.3	Employer PF	1,950	1,950
	Total of Statutory -B	3,302	3,180
	TOTAL A +B	28,105.50	25,747.67
3	Uniform / Shoes / Month		
4	Hospitalization insurance and accident insurance / Month		
5	Tank cleaning and Maintenance charges		
6	No. of persons	1	4
	Total cost / Month		
7	Overhead and Profits/ Month		
8	Total cost / Month with OH and Profits.		
	Total Cost / year		
	GST - 18 %		
	Total with GST.		

PROFORMA – A

UNDERTAKING LETTER

(Please submit this declaration letter in your office letterhead)

To

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

Sub:

Dear Sir,

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

I/We hereby state that we M/s _____ have read and understood the complete tender document and submitted the necessary supporting documents, EMD and proformas duly filling in the appropriate places without making any alterations, corrections, omissions in the tender issued by the IIMB.

I/We also hereby declare that I/We shall submit the complete Tender Document, Technical Specifications Document and Drawing with seal and sign on every page.

Signature & Name of the Bidder

PROFORMA – B

BIDDER BANK DETAIL FORM

(Please submit this in your office letterhead)

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

Dear Sir,

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

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

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

Please find enclosed a cancelled cheque for your reference.

Authorised Signatory:

Name:

Designation:

Date:

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Signature of the bidder with seal

PROFORMA – C

AGREEMENT WITH THE BIDDER

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF THE VALUE OF Rs. _____
WITHIN 10 DAYS OF ISSUE OF WORK ORDER)

AGREEMENT

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

Between

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

And

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

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

Whereas

- **IIMB has, through the Tender dated _____ invited reputed bidders for executing the works in connection with "_____ " 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:

- (a) 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 "_____".
- (b) 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.
- (c) 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:

After awarding the contract, the bidder shall submit invoice on man-month basis along with work report of various works carried out during the current month before 25th of subsequent month. IIMB shall pay such invoice within thirty (30) working days from the date of submission of the undisputed invoice to Accounts Section.

Documents to be submitted along with the Monthly Bill:

- v. Monthly Work Report containing the details of maintenance works carried out during the month.
- vi. Copies of the Salary Slips issued to the staff. Duly signed statement containing details of the salary deposited in the SB A/c of the workers, showing monthly wages paid to the workers with details of name, SB A/c number, EPF/ESI account number, gross salary, deductions and net salary deposited to the individual's saving accounts along with the monthly invoices. The respective officers in-charge will verify the same in addition to the ECR documents, detailed statement etc. related to the deposit of the EPF and ESI deductions.
- vii. Copy of ESI (if applicable) and EPF deposit receipts. Copy of EPF and ESI contribution remittance challan along with ECR statement containing the names of the workers and their contributions tallying with the remittance challan. The confirmation slip issued by the EPF Office for having received the EPF contributions from the bidder should also be submitted. In case the bidder fails to submit the proof of challan / statement, the bill will be withheld till submission of required document and the Institute will not be responsible for such delays.
- viii. Proof towards the remittance of the professional tax deducted (wherever applicable).

If any of the above documents are not submitted along with the monthly bill, the bill will not be processed for payment.

IIMB will pay such invoice within thirty (30) working days from the date of submission of the undisputed invoice to Accounts Section.

4) Obligations of Contractor:

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

- 5) Insurance:** The contractor shall provide Health Insurance and Accident Insurance for the technicians deployed at IIMB site.

Health Insurance with Hospitalization for the Employees:

- a. The insurance provision should be made for employees deployed at IIMB within 1 week of issue of Work Order. The technicians deployed at IIMB shall be insured from day 1 of the contract period. All the necessary documents should be submitted before the date of commencement of the contract. Documentary proof for the same should be submitted to IIMB every year within one week of the issue of Work Order.
- b. The scheme shall cover the pre-Existing ailments from day one.
- c. The scheme shall cover all the diseases mentioned under the guidelines released by IRDA.
- d. The scheme shall ensure that the insured can claim right from day one provided the insured has been hospitalized for a minimum of 24 hours.
- e. The scheme shall cover 30 days' pre-Hospitalization & 60 days' post-Hospitalization expenses.
- f. The scheme shall cover Emergency Ambulance Charges: Rs.1,500 per claim [Maximum].
- g. **Total Health Insurance Cover for each Employee shall be Rs.2,00,000 per annum.**
- h. 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.
- i. The Employee's eligibility to avail the room category is as under:
 - (i) 2% of Sum Insured maximum for Normal or Twin sharing basis, whichever is lower [inclusive of nursing charges].
 - (ii) There shall be NO CAPPING for ISU.

6) 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:

- Death cover
- Permanent Total Disability
- Permanent Partial Disability
- Total and Temporary Disablement: 1% of the Sum Insured as one-time payment
- Carriage of dead body: 2% of the sum insured subject to maximum of Rs.2,500.
- Terrorism cover.

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:

Witnesses:

1.

1.

2.

2.

PROFORMA - D

LITIGATION DETAILS (COURT CASES/ARBITRATION)

(To be submitted on company letterhead)

Year Name of the work

Name of the Client, with Address

Title of the court Case/Arbitration

Detail of the Court/ Arbitrator

Status Pending/ Decided

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

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

Signature and seal of Authorized Signatory of bidder

PROFORMA – E

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

(To be submitted on the company letterhead)

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

OR

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

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

Seal and Signature of the Bidder

PROFORMA F

BIDDER CREATION TEMPLATE

(TO BE SUBMITTED ON THE COMPANY LETTERHEAD)

Bidder Name	
PAN number	
GSTIN	
TAN Number	
Address	
Email Id	
Phone number	
Bank Name	
Branch Name	
Benefeciary Name	
Bank Account Number	
IFSC Code	
Organisation Type (whether Individual, corporation etc)	
Applicability of E-Invoicing (Yes/No)- (If No, please fill Proforma G)	

(The rows and columns can be adjusted by the bidder according to the length of the information).

PROFORMA G

**Declaration On Non-Applicability Of E-Invoicing Provisions Under GST
(ON THE LETTERHEAD OF THE BIDDEER)**

Date:

The Chief Finance Officer
Indian Institute of Management Bangalore
Bannerghatta Road
Bangalore – 560076
GSTIN: 29AAAAI0405N1ZQ
PAN: AAAAI0405N

Sub : Declaration on non-applicability of e-invoicing provisions under GST

We, (name of the bidder), with PAN, having our registered office at....., hereby declare that our aggregate turnover as per Goods and Services Tax (GST) law in India is less than INR 10 crores and we are not required to comply with the e-invoicing provisions under GST for generation a Unique Invoice Registration Number (IRN) and QR code.

Further, we also undertake that if the aggregate turnover of M/s. (name of the bidder), exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue documents in compliance with the GST provisions.

This statement is true and correct and we agree to compensate you for any demand, credit reversal, denial of refund, loss, interest or penalty imposed due to any incorrect declaration or non-compliance by us.

Thanking you,

Yours faithfully,
For (Bidder Name)

(Signature)

Name of the Authorized signatory
Designation
Contact no.:
e-mail ID:

PROFORMA – H

DECLARATION LETTER

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

To

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

Work:

Dear Sir,

Please find herewith enclosed the Technical Bid document comprising of Terms & conditions, General & Special Conditions, Drawing and Technical Specifications relating to the works specified in the Technical Bid 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 the contract, articles of agreement, 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 _____