



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

**TENDER DOCUMENT (PART – A)**

**TECHNICAL BID**

**(DOCUMENTS TO BE ENCLOSED IN ENVELOPE NO. 3)**

**This Document contains Pages from 1 to 58.**

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

**Sub : Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus**

From :

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

**The Chief Manager (Infrastructure),  
Indian Institute of Management Bangalore  
Bannerghatta Road,  
Bangalore.**

Dear Sir,

Please find herewith enclosed the Tender document comprising of Terms & Conditions, General & Special Conditions, Safety code and the Rates Quoted relating to the Work specified in the Tender Document hereinafter set out and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the Work specified in the said document with the labour work rates mentioned at Price Bid portion of Tender Document and in accordance with all the conditions, specifications and instructions in writing referred to in conditions of tender Appendix to the Form of Tender, Articles of Agreement, General Conditions of Contract, Appendix to the Tender, Annexures, Safety Conditions, Equipment Details, Rates Quoted 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 Work.**

***Yours Faithfully,***

***FOR M/s*** \_\_\_\_\_

**INDIAN INSTITUTE OF MANAGEMENT BANGALORE  
BANNERGHATTA ROAD, BANGALORE – 560 076**

3<sup>rd</sup> September 2018

**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 at IIMB Campus”.

Sl. No.	Description	Details
1	Approximate cost of the work	Rs. 19,00,200/-
2	Earnest Money Deposit	Rs. 47,500/-
3	Tender Document Fees	Rs. 295/- (including GST)
4	Issue of Tender document Online	From: 3 <sup>rd</sup> Sept 2018 To: 17 <sup>th</sup> Sept 2018
5	Due date & time for submission of Technical Bid	19 <sup>th</sup> Sept 2018: 15:00 Hrs
6	Date of opening of Technical Bid	19 <sup>th</sup> Sept 2018: 15:30 Hrs.
7	Pre-Bid Meeting (Only for bidders qualified in Technical Bid)	Will be intimated later
8	Presentation (Only for bidders qualified in Technical Bid)	Will be intimated later
9	Date of issue of Price Bid	Will be intimated later
10	Date of opening of Price Bid	Will be intimated later

**Price Bid:**

**Note: The bidders qualified in Technical Bid will be invited for giving Presentation. The bidders qualified in the Presentation will be invited to participate in the Price Bid.**

## **I. e-TENDER CONDITIONS**

- I.1. Sealed e-tenders (non-transferable) in the prescribed format are invited for the above subject work at Indian Institute of Management Bangalore (IIMB).

“Two Bid System” of tendering shall be adopted for this work.

The Tender Document will be available on the website link [www.iimb.ac.in/opportunities/commercial](http://www.iimb.ac.in/opportunities/commercial) during the period mentioned above. The bidders shall download the tender documents and submit the hard copy with seal and sign on every page, along with the Tender Document Fee and EMD (Earnest Money Deposit), which should be paid online as per the details mentioned in the Document.

**NOTE: Tender Document Fees are non-refundable in any case.**

- I.2. The Tenders shall be submitted on the date and time mentioned in the Tender Notice, and will be opened on the same day in the presence of Bidders or their authorized representatives. Please note, the authorized representatives should carry the letter of authorization for attending the tender opening. The authorization letter should be in their company letter head issued in the name of the authorized representative, duly signed by the authorized representative with his name in CAPITALS and attested by the owner of the company. (Format of the letter is given under Proforma-A).
- I.3. **The tender duly complied in all respects shall be submitted in sealed covers addressed to the Chief Manager (Infrastructure), Indian Institute of Management Bangalore, Bannerghatta Road, Bangalore-560076 and shall be dropped in the Tender Box kept for the purpose in the Estate Office, IIMB before the date and time indicated above.**
- I.4. Tenders will also be accepted through post. However, Indian Institute of Management Bangalore (IIMB) will not be responsible for late receipt of tender by post.
- I.5. Tenders sent telegraphically or through other means of transmission (telefax etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected. Tenders received with defective sealing of outer or inner envelopes shall not be accepted.
- I.6. Any tender received in the designated office after the deadline prescribed for submission of tenders will not be accepted under any circumstances.
- I.7. **Late tenders and conditional tenders** are liable for rejection.
- I.8. IIMB does not bind itself to accept the lowest or any other quotation.
- I.9. The duration of the tender will be for three years. But the work order will be issued for one year. The contract may be extended further for the second year based on the performance of the bidder.
- I.10. Separate work orders will be issued for all the three years and agreement will have to be entered into for the three years separately.

- I.11. **Tenders other than this called for in the enclosed documents are liable for rejection.**
- I.12. The successful bidder is requested to sign the work order prepared based on the quoted rates, placed on him by the accepting officer.
- I.13. **The accepting officer reserves the right to place order as a whole or part of any item only as deemed fit.**

I.14. **EMD / TENDER DOCUMENT FEE:**

I.14.1. Mode of Payment of EMD/Tender Document Fee:

The amount of **Earnest Money Deposit (EMD)/Tender Document Fee** mentioned herein above shall be furnished along with the technical bid.

**The bidder shall submit the EMD and Tender Document Fee ONLINE.**

For online submission of EMD/Tender Document Fee, 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 Management**

**Customer HDFC Bank a/c number: 01331450000019**

Note: The proof of payment including the name of the bank, amount of EMD, amount of Tender Document Fee, Date of Transfer, UTR No. shall be submitted in two separate envelopes along with the tender document.

- I.14.2. Any tender not accompanied by an acceptable Earnest Money Deposit and Tender Document Fee or any tender accompanied by Earnest Money Deposit and Tender Document Fee not secured in the payment modes as indicated above will be rejected by IIMB as non-responsive.

I.14.3. **Forfeiture of EMD:**

I.14.3.1. The Earnest Money Deposit will be forfeited:

- a) If the bidder withdraws from the Tender after tender opening during the period of tender validity;
- b) If the bidder fails to sign the Agreement, within the specified time limit.

- I.14.3.2. Bidders must be very careful while submitting tender. The tender should be bonafide and must satisfy all the conditions of the tender document, failing which the Accepting

Officer at his absolute discretion reserves the right of forfeiting a part or full amount of the Earnest Money Deposit.

- I.14.3.3. If the bidder withdraws his offer after submission of his tender, or fails to start the work in accordance with the instructions of the Engineer-in-Charge, the Earnest money deposited by him will be forfeited without prejudice to any other remedy available to the company under the contract.
- I.14.3.4. If the bidder deliberately gives wrong information in his tender or create conditions favourable for acceptance of his tender, the accepting officer reserves the right to reject such tender at any stage and forfeit the earnest money. The accepting officer shall be at liberty to foreclose the contract without prejudice to any other remedies that may be available to IIMB under the contract, even after the acceptance of the tender.

**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 other authority do not entitle them for exemption from payment of EMD.**

**RETURN OF EMD:**

**Unsuccessful Bidders:** The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders through RTGS/NEFT, after the issue of the Work Order to L1 Bidder.

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

**Successful Bidder:** The EMD of L1 Bidder will be returned on submission of the Bank Guarantee equal to three months' value of the work order value valid for the period of one year plus two months. Please refer Clause 'Security Deposit' of this document for details.

- I.14.15. **Incomplete details of the Technical Bid will be rejected summarily. IIMB has the right to reject any tender without assigning any reason therefor.**
- I.14.16. Non-compliance with any of the conditions set forth in the document will result in the tender being rejected.
- I.14.17. Any other information required by the Bidder can be obtained from the Estate Office, IIMB during working hours on any working day or through e-mail.
- I.14.18. If the Headquarters of the successful Bidder are elsewhere other than the place of work, he shall depute the authorised Agent at the place of work from the commencement of the work until it is fully completed. Such Agent shall be authorised to act on behalf of the successful Bidder to operate and execute the terms of contract.

- I.14.19. **Bidder should check for any correction or Corrigendum related to this Tender Notice on IIMB Website before submitting their offer.**
- I.14.20. **Schedule of Quantities has been given in this document. This is only FOR BIDDERS' REFERENCE. Rates should not be entered in the Schedule of Quantities given here. Online Commercial Bid will be issued to the bidders qualified in the Technical Bid only. Rates should be entered only ONLINE. If the rates are entered in the Technical Bid by any bidder, such Technical Bid will be rejected summarily.**
- I.14.21. The Tender is valid for a period of 120 days from the date of opening of the price bid.
- I.14.22. JVs/ Consortium / MOUs will not be considered.



## **II. TECHNICAL BID CONDITIONS**

The Bidders are requested to submit the following in the 'TECHNICAL BID PART (Part A)'

### **II.1. Essential 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.

**II.1.a) Financial position:** Average annual financial turnover (during last three years) ending 31<sup>st</sup> March every year should be at least: **(a) Rs.7,00,000/- (Rupees Seven Lakhs only).**

**Note:** The tender documents of only those bidders who satisfy the essential criterion will be verified for eligibility criteria.

**II.1.b) The bidder must be registered under PF Act, ESI Act 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 mentioned the registration numbers.**

**II.1.c) The bidder should have the valid Labour License. Copy of the same should be submitted along with Technical Bid.**

**II.1.d) The bidder should have valid registration with the Labour Commissioner. The bidder should submit the copy of the Registration Certificate.**

### **II.2. Eligibility Criteria:**

**Experience:** Bidder should be continuously in the business of designing, constructing and maintaining sewage treatment plant and have experience of successfully maintaining Sewage Treatment Plant of 600 kLD and above capacity based on Sequential bath reactor technology during the last Five years in any one of the following: (copy of the satisfactory performance certificate to be enclosed).

**II.2.a) Three similar item completed works costing each not less than Rs.6.65 lakhs (Rupees Six lakhs & Sixty Five thousand only)**

**OR**

**II.2.b) Two similar item completed works costing each not less than Rs.9.50 lakhs (Rupees Nine lakhs Fifty thousand only)**

**OR**

**II.2.c) One similar item completed work costing not less than Rs.15.30 lakhs (Rupees Fifteen lakhs Thirty thousand only)**

The format given under Proforma H (i) should be filled by the bidder. The necessary documents i.e. work orders and completion certificates supporting the information filled in by the bidder should be submitted.

II.3. Whether the service provider is continuously in the field of STP operation and maintenance for last five years? If yes, mention the names of clients (Please enclose proof), and the details of running contracts in the format given under Proforma H (ii).

II.4. **The person employed must have passed SSLC.**

II.5. Details of infrastructure in Bangalore (e.g. offices, No. of employees etc.).

II.6. **Evaluation:**

### **General**

Bidders shall not contact the Client on any matter relating to their Bid from the time of opening of the Technical Bid 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 to the address indicated. Any effort by the bidder to influence the Client in the Client's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the bidder's Proposal.

The technical bid document submitted by the bidders will be evaluated on a maximum of 100 marks. Against this marking, the bidders who secure a minimum of 70 marks out of 100 will be invited for presentation.

IIMB will carry out the evaluation of Technical Bid Documents of only the bidders who satisfy the essential criteria. Each responsive proposal will be given a technical score. A proposal will be considered unsuitable and rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.

## II.7. Selection Criteria For Pre-Bid Qualification: (FOR OFFICE USE ONLY)

Bidders who fulfill eligibility criteria will be evaluated based on the Following parameters:

A	NAME OF THE AGENCY				
B	EMD ( Rs.47,500/- )				
C	Tender Document Fees (Rs.295/-) (including GST)				
D	Essential Criteria				
	Financial strength	Required (Rs. in Lakhs)	Submitted (Rs. in lakhs)	Marks Break Up	Bidders Scored
	Average Annual turnover	7.00			
E	Essential Criteria				
1	Experience in similar class of work				
Works Particulars		Required (Rs. in Lakhs)	Works (Rs. in lakhs)	Marks Break Up	Bidders Scored
a	Single work	15.36		25	
b	Two Works	9.50			
c	Three works	6.65			
2	Work Experience				
Particulars				Marks Break Up	Bidders Scored
a	Work Experience in Institute			10	
b	Work Experience in Central-Govt./Central autonomous body/central PSUs/PWDs/CPWD/MES/Railways/Public Sector			20	
c	Work Experience in Reputed private Organization			10	
d	Customer feed back			35	
	Aggregate % achieved				
	Aggregate % required			70	
	Remarks				
	Recommendation				

The technical bid document submitted by the bidders will be evaluated on a maximum of 100 marks. Against this marking, those bidders who secure 70 marks or above will be invited for presentation before the committee at IIMB. Marks will be awarded by the committee based on the presentation given by the bidder. (Detailed requirements of the presentation are given in this document). The bidders will be selected and invited to participate in the online price bid based on the marks scored by them in the presentation.

**II.8. Customer Feedback:**

Feedbacks from the clients will be obtained on the following parameters. Average of the feedbacks from the clients will be arrived at and the marks will be given accordingly. If the feedback is received from less than three clients, the same will be considered as the feedback received from three clients only and the average will be calculated accordingly.

The bidders shall coordinate for the site visit of their qualifying works with their clients, if required by IIMB. IIMB may visit the sites of any two of the three clients of the bidder.

**Customer Feedback Form**

Sl. No.	Particulars	Marks scored
1	Work Quality and Reporting	7
2	Quality of Manpower	7
3	Response and Support	7
4	Legal Compliance	7
5	Planning and Scheduling of Activities	7
	<b>TOTAL</b>	<b>35</b>

**II.9. Presentation (Only for the bidders qualified in the Technical Bid):**

The bidders will have to give presentation before the committee exhibiting their company profile on the date and time intimated by IIMB. Separate slot will be awarded to each bidder for presentation.

The bidders are requested to prepare their own proposal. The presentation shall contain all the relevant information which forms part of the technical bid. The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of solution being proposed by the bidder.

This information should include items such as:

Sl. No	Description	Marks scored
1	Organization structure	5
2	Site management plan	10
3	Procedure / system	15
4	Legal Compliance	10
5	Location (Bangalore / Other areas)	10
	<b>TOTAL</b>	<b>50</b>

The bidders who score 35 or more out of 50 marks will be qualified to participate in the online price bid.

## **II.10. SEALING AND SUBMISSION OF TENDERS:**

**II.10.1.** All the pages, supporting papers/documents submitted along with the tender should be signed by the authorized signatory and stamped. Tenders not containing full information as regards to qualifying requirements and Technical Proposal are liable for rejection.

**II.10.2.** The Bidders are required to submit three separate sealed envelopes, marked as Envelope-1, Envelope -2 and Envelope-3 duly labelled viz.,

**Envelope-1 should contain:** Details of the tender document fees furnished and EMD furnished  
(Details such as Name of Bank, UTR No., Date of transfer)

**Envelope-2 should contain:** Supporting Documents as mentioned in Essential Criteria  
- with seal and signature on the copy of each document.

**Envelope-3 should contain:** 'Original Technical Bid Document' as downloaded from IIMB website with Prequalification Information'  
- with seal and signature on every page.

**These three sealed inner envelopes shall be wrapped in an outer envelope, properly closed, sealed, addressed to designated officer (as mentioned below), duly super scribing on top –**

- (a) the Name of Work
- (b) address of the designated officer (is given below)
- (c) the name and full address of the Bidder along with the contact person and the contact number
- (d) Do Not Open Before – the last date of submission

**Thus, the outermost envelope will contain three sealed inner envelopes.**

Each inner envelope should be super-scribed on the top -

- (a) the Name and Address of the Bidder
- (b) Name of the Work
- (c) Tender Document Fee (with amount) / Earnest Money Deposit (with amount) / Documents for Essential Criteria / Original Technical Bid Document

**The address of the designated officer of IIMB:**

**Chief Manger (Infrastructure)**

**Estate Section**

**II Floor, Admin Building**

**Indian Institute of Management Bangalore,**

**Bannerghatta Road, Bangalore -560 076**

***Tenders received with defective sealing of outer envelope or inner envelopes will not be accepted.***

**Note: If the outer cover of any tender is not addressed to the designated officer mentioned above, such tenders will be summarily rejected.**

The sealed tenders should be submitted on or before the date and time mentioned in Col.4 of Page 2 of this document. If the last date of submission of bids is declared a holiday subsequent to issuance of NIT, the next working day shall be deemed to be the last date of submission of the tender. The same condition applies to Technical Bid Opening and Financial Bid Submission and Opening also.

IIMB may, at its sole discretion, may extend the due date for the submission of tender in case of any type of exigencies, in which case all the rights and obligations between IIMB and the bidder previously subject to the original date shall thereafter be subject to the new date as extended. If such nominated date for submission of bid is subsequently declared as a Public Holiday by IIMB, the next official working day shall be deemed as the date for submission of bid.

Bids shall be submitted in the prescribed form only i.e. as per the bid document issued. The bid documents shall be duly filled in, signed with company seal on every page and submitted within the date and time fixed for the submission of the documents. No other format shall be used, except for the Proformas which shall be submitted in the letterhead. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of the contract. Tender in any format other than that prescribed in this document shall be liable for rejection. The bidder shall submit an undertaking in **Proforma 'D'** stating that no changes, alterations are made in the Tender Documents issued by IIMB, Bannerghatta Road, Bangalore – 560 076.

### **III. FORM OF TENDER**

Place :

Date :

To,

**The Chief Manager (Infrastructure),  
Indian Institute of Management Bangalore,  
Bannerghatta Road,  
Bangalore**

Dear Sir,

- III.1. Having examined the Bid Document relating to the Maintenance Work specified in the memorandum hereinafter set out and having examined the Site of Maintenance Work specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the Maintenance Work specified in the said memorandum for the time specified in the said memorandum at the rates mentioned in the attached Price Bid and in accordance with all the conditions, specifications and instructions in writing referred to in conditions of tender, Appendix to the Form of Tender, Articles of Agreement, General Conditions of Contract, Appendix to the Tender, Annexures, Safety Conditions, Equipment Details and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

#### **MEMORANDUM**

- a) Description of Work : **“Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus”**
- b) Estimated Cost of Work : **Rs. 19,00,200/-**
- c) Earnest Money Deposit : **Rs.47,500/-** (Rupees Forty Seven thousand Five hundred only) to be paid online.
- d) Security Deposit : The bidder should submit the Bank Guarantee as Security Deposit equal to three months value of the work order value, valid for the period of one year plus two months within 10 days of the issue of work order.

- III.2. Should this tender be accepted, I hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract so far as they may be applicable or in default thereof to forfeit and pay to IIMB the amount mentioned in the said conditions.

- III.3. I have deposited a sum of **Rs. 47,500 (Rupees Forty Seven Thousand Five Hundred only)** as Earnest Money on \_\_\_\_\_ <enter date> through

online transfer. UTR No. of the payment of EMD is \_\_\_\_\_.

- III.4. I agree that in the event of this tender being accepted by you, I/We shall :
- enter into an agreement (as per the approved format of IIMB) within 15 days from the date of Letter of Intent or Letter of Acceptance (LOA).
- III.5. I agree to keep my offer open for acceptance for a period of **120 days** from the date of opening of the price bid.
- III. 6. I agree and accept that unless and until the formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding Contract between us.
- III.7. All information and documents as required to be submitted as per Tender Notice and Information and Instructions to bidder and the tender conditions are enclosed.
- III.8. **I further agree to execute all the Maintenance Works referred to in the said document upon the terms and conditions, contained or referred to therein and as detailed in the below appendices.**
- III.9. Our Bankers are : (with full address)  
**[To be filled by Bidder]**
- i)
- ii)
- III.10. The names of Partners of our firm are :  
**[To be filled by Bidder]**
- i)
- ii)



III.11. Name of the Partner(s) of the firm:  
authorized to sign  
[Article of agreement to be enclosed]

III.12. Name of person having Power of:  
Attorney to sign the Contract  
(Certified true copy of the Power of Attorney should be attached).

Yours faithfully,

Signature & seal of the vendor

Names, signatures and addresses of  
witnesses to vendor signature:

i)

ii)

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#### **IV. APPENDIX -1 TO FORM OF TENDER**

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF THE VALUE OF Rs. \_\_\_\_\_  
WITHIN 15 DAYS OF ACCEPTANCE LETTER)

#### **AGREEMENT**

#### **AGREEMENT**

Articles of Agreement for “**Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus**” 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”), 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 “Bidder” (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 Bidder 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 “Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus”.
- The Bidder, being the successful bidder has been issued the Work Order dated \_\_\_\_\_ bearing number \_\_\_\_\_.
- IIMB and the Bidder 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:

**IV.1. Scope of Work:** The Scope of Work shall be as per the stipulations contained in the Tender Document and the Work Order bearing number \_\_\_\_\_ dated \_\_\_\_\_, on “**Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus**” at the Indian Institute of Management Bangalore”. The approximate value of the project, as per the Work Order is Rs\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) exclusive of applicable GST.

**IV.2. Term: Time is the essence of the Contract.** The Bidder shall execute and fully complete all the works specified in the Work Order, i.e., within \_\_\_\_\_ from the date stipulated in the Work Order and in the manner and pursuant to the terms, obligations and conditions set forth herein and in the said Tender and Work Order.

**IV.3. Payment Terms:** 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 2<sup>nd</sup> of the subsequent month.
- ii. IIMB will pay such invoice within twenty one (21) working days from the date of submission of the undisputed invoice to Accounts Section.
- iii. Out of the total monthly bill amount, 80% will be released in the corresponding month and 20% will be released once in every three months after carrying out the tank cleaning and other related activities.

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/-. Out of this, 80% of monthly bill value i.e. Rs.80,000/- will be released immediately and 20% of the monthly bill value i.e. Rs.20,000/- will be released once in every three months.

- iv. On receipt of the Final payments, the Bidder shall furnish a “No Demand Certificate” to IIMB.

**IV.3.a) Documents to be submitted along with the Monthly Bill:**

- IV.3.a.i) Monthly Work Report containing the details of maintenance works carried out during the month.

- IV.3.a.ii) Maintenance plans for the next month.
- IV.3.a.iii) 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.
- IV.3.a.iv) Copy of ESI 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.3.a.v) Copy of uploaded EPF e-passbook of each worker to be furnished on quarterly basis along with monthly bills of January / April / July / October. The bidder should register the EPF account numbers of the workers with the EPF office before the end of the first month of the contract and ensure that provision for the workers themselves to download the e-passbooks, if needed, is enabled.
- IV.3.a.vi) Annual Returns to DCLC (C) Engagement of Contract Labour.
- IV.3.a.vii) The bidder shall submit the pre-receipted duly stamped printed bills in prescribed format for reimbursement of wages paid to the workers deployed under the contract in duplicate.
- IV.3.a.viii) Proof towards the remittance of the professional tax deducted (wherever applicable).

**IV.3.b) 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.

**IV.3.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.**

**IV.3.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 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 Interim Payment Certificate (IPC)/Running Bill.**

**IV.4. Obligations of Bidder:**

- IV.4.a. The Bidder shall take all appropriate and reasonable efforts to complete the work at IIMB to the satisfaction of IIMB in a timely and effective manner.
- IV.4.b. The Bidder shall comply with all the Terms of this Agreement.
- IV.4.c. The Bidder shall be responsible for complying with all the applicable Laws and IIMB shall not be held liable for any default of the Bidder in this regard.
- IV.4.d. The Bidder shall ensure that all employees, workers, consultants etc., engaged pursuant to this Agreement at IIMB are its employees. The Bidder 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.
- IV.4.e. The Bidder shall complete the work to the satisfaction of IIMB as per the instructions of the authorized officer of IIMB.

**IV.5. Indemnity:** The Bidder 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 Bidder. 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 Bidder 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 Bidder, the Bidder 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 Bidder.

**IV.6. GST (Goods And Services Tax):**

“The bidder should have a valid registration with the concerned authorities and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate for the quoted category of work is not available at the time of submission of offer, an undertaking regarding submission of the copy of the requisite GST registration certificate should be furnished along with the Technical Bid Document. Bidder's GST No. and the GST no. of IIMB should be written on the face of invoice submitted to IIMB. Please note that the responsibility of payment of GST lies with the bidder for his portion only. In case GST is applicable for the Tendered work, bidder shall claim GST indicating rate of abatement/ deduction allowed as per “Goods and Services

Tax Act” from the 1st invoice itself. Bidder providing taxable GST shall raise invoice / a bill as the case may be, a Challan which is signed, serially numbered and containing the following:

- i) Name, Address & Registration number of such Person / Bidder.
- ii) Name & Address of the person / Bidder receiving Taxable service.
- iii) Description, Classification and value of Taxable Service provided.
- iv) GST amount.

Payments to the bidder will be made, provided the above formalities are fulfilled. In case of statutory variation in GST during the currency of contract, the bidder shall submit a copy of the “Government Notification” to evidence the rate as applicable on the date of submission of bid and on the date of revision. Claim for GST/ Statutory variation in GST should be raised within Two (02) Months from the date of issue of “Government Notification” for payment of differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

**NOTE :**

- i) **GST is applicable as on the date of service.**
- ii) **L1 will be determined without considering GST element.**
- iii) **Any variation in tax structure during the currency of contract shall be compensated by IIMB to the bidder.**

**IV.6.a)** Goods and Services Tax (GST): As and when the GST is introduced, the taxes will be paid as per the latest GST Rules.

**IV.6.b)** The bidder should produce the documentary evidence for the applicability of the category of GST.

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

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

The Institute will be entitled to terminate the contract forthwith in the event of the bidder 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 bidder.

**IV.9. Miscellaneous:**

**IV.9.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.

- IV.9.b) **Assignment:** This Agreement shall not be assigned, sublicensed, sold, mortgaged, sub-contracted, or pledged to any other third person by the Bidder without the prior written consent of IIMB.
- IV.9.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.
- IV.9.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.
- IV.9.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.
- IV.9.f) **Amendments:** This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.
- IV.9.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.

- IV.9.h) **Entire Agreement:** The terms and conditions contained in the following documents are deemed to form part of this Agreement, namely, the Tender document including the Notice Inviting Tender, General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and prices, and the Drawings mentioned in the Specifications. The letter of Acceptance, Work Order and all the communication between the Parties will also form part of this Agreement.

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

**For IIMB**

Witnesses:

1.

2.

**For Bidder**

Witnesses:

1.

2.

**V. FORMAT OF AFFIDAVIT**

Sir,

Sub:

Authority:

I, the undersigned hereby state that labourers / employees Working [As per list enclosed] for M/s. \_\_\_\_\_ Indian Institute of Management Bangalore Ref No. \_\_\_\_\_ are free from all adverse antecedents. In the event of any unusual act / incidents / accidents caused by the labourers / employees working for M/s. \_\_\_\_\_.

I take full responsibility for the lapses and misconduct on the part of labourers engaged by me.

Thanking You

Yours faithfully,

Signature:

Name:



## **VI. GENERAL CONDITIONS OF CONTRACT**

### **VI.1. DEFINITIONS & INTERPRETATION CLAUSES:**

In this tender document the following words shall have the meanings herein assigned to them:

- VI.1.a) **“INSTITUTE”, “EMPLOYER”, “IIMB” and “ACCEPTING AUTHORITY”** shall mean **“Indian Institute of Management Bangalore”** Bangalore.
- VI.1.b) **“BIDDER”** shall mean one or more Bidder or Bidders jointly or generally engaged in the Maintenance works to which these documents pertain to and shall include his / their heirs, executors and administrators.
- VI.1.c) **“IN-CHARGE”**, “shall mean Technical Representatives of IIMB for this specific work, including the Consultant’s representative.
- VI.1.d) **“MAINTENANCE WORKS SITE”** and **“SITE OF MAINTENANCE WORKS”** shall mean the extent of land which the Institute places at the disposal of the Bidder from time to time for the purpose of executing the Maintenance Works.
- VI.1.e) **“As specified” or “As directed” or “As specified and directed as per specifications”** include the entire contents of these documents” issued by the In-Charge from time to time during the execution of Maintenance work.
- VI.1.f) **“CONTRACT” or “TENDER”** shall mean the entire contents of these documents 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.
- VI.1.g) **“SCHEDULED BANK”** means a bank included in the second schedule to the Reserve Bank of India Act 1934, or modification there to.

### **VI.2. SAFETY PROCEDURES:**

- VI.2.1) The Bidder 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 Bidder 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 Bidder.
- VI.2.2) The Bidder shall provide safe means of access to all working places on the Site.

- VI.2.3) The Bidder shall properly design scaffolding, temporary access, ladders, ramps and hoisting arrangements, cranes etc. as applicable, to ensure safety of workmen as well as Works as scaffolds, ladders and other safety devices shall be maintained in safe condition.
- VI.2.4) 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 Bidder shall take adequate steps to ensure proper use of equipment by those concerned.
- VI.2.5) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on the site of maintenance works shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- VI.2.6) All consequences, damages or losses arising by reason of any violation of the safety requirements shall be met by the Bidder. The Bidder 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 Bidder hereby agrees to indemnify the Client against the same.

### **VI.3. INSURANCE AND INDEMNITY REQUIREMENTS:**

To the fullest extent permitted by law, Bidder shall indemnify, defend and hold Client, including directions, agents, bidders 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 maintenance work (including, without limitation, all property damage, bodily injury, death and personal injury arising there from) Bidder further acknowledges and agrees that the foregoing obligation of Bidder 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 maintenance work or caused by any employee of the Bidder.

### **VI.4. WORKMEN COMPENSATION INSURANCE:**

- VI.4.1 The bidder shall, at his expense that the staff deputed by them under this contract are covered under Employees State Insurance Act, as applicable to staff.
- VI.4.2 In respect of such staff who are not covered by the Employees State Insurance Act as stated in 6.1.1 above, the Bidder shall at its expense, carry during the terms of this agreement Workmen compensation insurance as required under the Workmen Compensation Act, 1923.
- VI.4.3 In the event of Bidder'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 Bidder.
- VI.4.4 In the event of any damage to the work, whether or not subject to insurance coverage described herein above, the Bidder 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 Bidder, then Bidder

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 bidder 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.

#### **VI.5. SECURITY DEPOSIT:**

The bidder should submit the Bank Guarantee as Security Deposit equal to three months value of the work order value, valid for the period of one year plus two months within 10 days of the issue of work order.

If the contract is extended for the second and third year, another Bank Guarantee should be submitted within ten (10) days of issue of Work Order for the corresponding year, for an amount equivalent to three months value of the work order for the corresponding year, valid for the period of one year plus two months within 10 days of the issue of work order. The Bank Guarantee submitted for the first year will be returned on submission of the Bank Guarantee of the second year and so on.

**Calculation of Bank Guarantee:** The work order value which will be for one year will be converted into monthly value and the amount of three months will be the value of bank guarantee.

**Eg:** If the work order value is Rs.12,00,000/- p.a., it will be converted to monthly amount. Thus, work order value per month is Rs.1,00,000/-. Amount of three months is the value of bank guarantee i.e. Rs.3,00,000/- will be the value of bank guarantee.

No interest will be paid on the security deposit.

#### **VI.6. TENDERER TO GET INFORMED HIMSELF FULLY:**

The tendered shall be deemed to have carefully examined the terms and conditions before tendering the work.

#### **VI.7. SCOPE OF WORK:**

- VI.7.1. To carry out operation and maintenance of 600 kLD capacity Sewage treatment 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.
- VI.7.2. 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.
- VI.7.3. Number of manpower requirement: to be employed by the bidder for efficient running of the plant.
- VI.7.4. The treated wastewater should comply with the standards given in the consent order by KSPCB standards with (not limited to ) following parameters.

<b>pH Value</b>	:	<b>6.6 to 8.5</b>
Oil and grease	:	Not to exceed 10 mg/L
Suspended solids	:	Not to exceed 200 mg /L
BOD	:	Not to exceed 100 mg/L and etc.
COD	:	250 mg/L
Temperature	:	Not to exceed 40 Deg C

- VI.7.5. The workmen deployed to perform the duties should be able to perform the same efficiently and are to inform immediately about any breakdown or shutdown to Engineer in charge or to the person nominated by competent authority. 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. **The bidder shall provide mobile phones to the supervisor and staff deputed by him and shall provide their contact numbers to IIMB.**
- VI.7.6. The bidder will not leak the details of Sewage treatment plant and other design to any person and keep the IIMB documents confidential.
- VI.7.7. 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.
- VI.7.8. Contractor has to 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.
- VI.7.9. 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.
- VI.7.10. 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.**
- VI.7.11. It is the responsibility of the bidder to remove excess sludge from holding tank. In additional bidder shall also carry out cleaning of Grease / Sludge holding tanks periodically, and disposal of grease / sludge outside the premises at own cost.**

- VI.7.12. The bidder shall provide name and detailed description of chemicals to be used for treatment if required and their specification may be mentioned.
- VI.7.13. The bidder shall supervise and maintain the Sewage treatment plant work everyday and maintain log book 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.
- VI.7.14. The bidder shall submit the monthly report regarding maintenance activities carried out during the month and activities planned for next month.
- VI.7.15. To carry out maintenance of pumps / motor, piping and electrical panels / other accessories as per preventive maintenance plan.
- VI.7.16. To clean all the tanks as per the preventive maintenance plan.

**VI.8. MAINTENANCE SCHEDULE OF SEWAGE TREATMENT PLANT :**

- VI.8.1. To carry out the maintenance of pumps, Blowers , Decanter as per the schedule prescribed by equipment manufacturer.
- VI.8.2. 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 provide necessary registers.

**VI.9. 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.

**VI.10. OTHER TERMS AND CONDITIONS:**

- VI.10.1) **Duration of the tender is for three years.** The agreement will be in force for a period of one year from the date of agreement and further agreement will be extended to 2<sup>nd</sup> and 3<sup>rd</sup> year subject to satisfactory performance and can be terminated by one month notice on either side. Further extension thereafter would be decided later on satisfactory completion of above tenure.
- VI.10.2) 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.

- VI.10.3) 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.**
- VI.10.4) 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.
- VI.10.5) The Bidder 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.
- VI.10.6) 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 change any additional fees in as much as the same are included in the overall professional fees payable to them.
- VI.10.7) The bidder shall provide proper uniform to staff consisting of full pants, shirts, shoes, badges/identity cards and shall ensure that their turnout is smart in all respects.
- VI.10.8) The contract shall provide fresh uniform to staff consisting of full pants, shirts, shoes, renewed badges / identity cards for the second year.
- VI.10.9) The contract shall provide the mobile phones to the staff along with the monthly reimbursement of Rs.300/- per person.
- VI.10.10) The employees engaged by the bidder will be in the employment of the bidder only and not of the Indian Institute of Management Bangalore. The bidder will be responsible for payment of wage as Minimum Wages as per Minimum Wages Act, as prescribed / revised by Government and other service benefits to its personnel posted as mentioned below:
- VI.10.10.a) Bidder shall not pay wages and other allowance to its staff below the rates of minimum wages fixed by the Government India from time to time as per rules.**
- VI.10.10.b) Bidder 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 cost quoted by the bidder shall include cost of providing leave reliever.**

**VI.10.10.c) ESI and PF:**

VI.10.10.c.i) 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.

**VI.10.10.c.ii)** 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.

**VI.10.10.d) All other benefits required to be extended under various labor statutory enactments.**

VI.10.11) No sub-contracting of any work or part of a work would be allowed.

VI.10.12) No escalation in rates due to any reasons, statutory or otherwise shall be allowed.

VI.10.13) The bidder shall compensate in full the loss sustained by this office on account of damage or theft of material during discharge of the activities.

VI.10.14) 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.

VI.10.15) 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.

VI.10.16) The bidder must be registered with Labor Commissioner and have a service base in Bangalore with enough manpower.

VI.10.17) The bidder shall ensure that none of their employees 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.

VI.10.18) **After the expiry of the agreement period, the service need not be continued taking as deemed extension of period.**

VI.10.19) Any dispute arising out of this agreement or that 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 bidder in case of dispute till it is resolved.

VI.10.20) The bidder should have valid GST registration numbers and documentary evidence for the same should be provided along with Technical Bid Document.

- VI.10.21) The bidder shall bare and discharge the salary and other emoluments to his employees/staff and shall strictly follow and comply with all rules and regulations, statutory or otherwise under all labour laws.
- VI.10.22) 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.
- VI.10.23) Compensation will be paid only to the working days. Compensation will not be paid if the operator is absent from the duty.
- VI.10.24) The bidder shall not allow any unauthorized person to operate the STP equipment.
- VI.10.25) The Bidder shall ensure that the STP telephone is strictly for official purpose only.
- VI.10.26) The Institute shall not be liable for any of the unauthorized acts committed by the employees/supervisor/agents 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.
- VI.10.27) It is expressly made clear that the employees/staff engaged by the bidder shall not be employees of the institute under any circumstances.
- VI.10.28) Cleaning and sweeping arrangement of the STP will be made by the bidder with in the quoted rates.
- VI.10.29) A penalty of Rs.6000.00 / month will be deducted from the bill for the months when test Certificate from approved Lab is not submitted.
- VI.10.30) 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.
- VI.10.31) Salary should be given before 1<sup>st</sup> week 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.
- VI.10.32) The candidates will be interviewed and selected by IIMB and the bidder has to issue appointment orders to the staff selected by IIMB.
- VI.10.33) 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.



- VI.10.34) The bidder should submit the copy of the appointment order to Indian Institute of Management Bangalore for records.
- VI.10.35) All charges / compensations on account of damage, loss, theft or accident to be paid by the bidder and he shall be solely responsible for making payments to claimants.
- VI.10.36) In case of any major repair/ rectification works, the bidder has to organize manpower / equipment from outside agency / Experts at extra cost.
- VI.10.37) The agreement will be in force for the remaining period of the financial year from the date of execution initially and further period of one year subject to satisfactory performance and can be terminated by one month notice on either side. Further extension thereafter would be decided later on satisfactory completion of above tenure.
- VI.10.38) The Bidder shall be liable for and shall indemnify the Institute 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.
- VI.10.39) No sub-contracting of any work or part of a work would be allowed.
- VI.10.40) The bidder shall compensate in full the loss sustained by this office on account of damage or theft of material during discharge of the activities.
- VI.10.41) The staff provided by the bidder are in case found to be indulging in any undesirable or unfair activities in the premises, the bidder shall be solely responsible for all the consequences apart from the liberty of office to lodge complaints before appropriate authorities.
- VI.10.42) Any damage is caused to any equipment / 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.
- VI.10.43) The bidder shall ensure that none of his employees 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.
- VI.10.44) Payment to the bidder will be made within 21 working days after the receipt of the undisputed invoice / bill from the bidder every month. Payment will be made through Bank transfer only.
- VI.10.45) The payment will be made as certified by the Engineer-in-charge.
- VI.10.46) The contract will be cancelled by the Institute and Security Deposit will be forfeited–

If the Bidder:

- a) makes default in commencing the Work within a reasonable time from the date of handing over the site and continues in the state after a reasonable notice from Engineer in-charge,
- b) in the opinion of the Engineer-in-Charge, at any time, whether before or after the date or extended date of completion, makes default in proceeding with the Work with due diligence and continues in that state after a reasonable notice from Engineer-in-Charge,
- c) fails to comply with any of the terms and conditions of the Contract before or after reasonable notice in writing, orders properly issued thereunder,
- d) in the event of the bidder committing breach of any of the terms and conditions stipulated in this schedule,
- e) fails to submit the Bank Guarantee within 10 days of issue of Work Order,
- f) fails to enter into agreement with Indian Institute of Management Bangalore within 15 days of award of the work.

VI.10.47) The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to IIMB, cancel the Contract as a whole or in part thereof or only such Work order or items of Work in default from the Contract. Whenever the Accepting Officer exercises his authority to cancel the Contract as a whole or in part under this condition, he may get the Work completed at the Bidders risk and cost, provided always that in the event of the cost, of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the IIMB. If the cost of completion exceeds the money due to the Bidder under this Contract, the Bidder shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Bidder by other means, viz., the excess amount may be adjusted or set off against any sum payable to the Bidder under this or any other Contract with IIMB.

VI.10.48) In case IIMB completes the Work or any part thereof under provisions of this condition, the cost of such completion to be taken into account for determining the excess cost to be charged to the Bidder under this condition, it shall consist of the cost of materials purchased and / or labour provided by IIMB which on addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-Charge whose decision shall be final and conclusive.

VI.10.49) IIMB reserves the right to terminate the Contract at any time after acceptance of the tender. If IIMB decides to abandon or reduce the scope of Work for any reason whatsoever and hence not required the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Bidders. The compensation, if any, payable for such foreclosure of work will be discussed mutually between IIMB and Bidder and settled after taking into consideration the loss suffered by the Bidder on account of the foreclosure of the Contract. The Bidder shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantages which he might have derived consequent to foreclosure of the whole or part of the Works. IIMB shall have the option to take over the Bidder's materials or any part thereof, either brought to the site or to which the Bidder is legally bound to accept the delivery from the suppliers.

- VI.10.50) The amount of compensation payable to the Bidder due to foreclosure will be decided by the competent authority of IIMB.
- VI.10.51) General Conditions, Tender Notice, Instructions to Vendors together with Equipment Details will form part of the Contract.
- VI.10.52) No modifications or changes of specification in the Price Bid will be accepted & such specification and rates are liable to be rejected at the sole discretion of IIMB.
- VI.10.53) The Bidder shall submit the Contract agreement on a stamp paper of Rs.400/- in a prescribed form duly signed within Fifteen days of issue of Acceptance Letter to the Chief Manager (Infrastructure).
- VI.10.54) **INTERPRETATION:**
- VI.10.52.a) In interpreting the conditions of Contract, singular also means plural, male also means female or neuter and the other way around as the context requires. Headings have no significance. Words have their normal meaning under the language of the Contract (English) unless specifically defined. The Engineer In Charge or his nominee will provide instructions clarifying queries about the conditions of Contract.
- VI.10.52.b) If sectional completion is specified in the Contract data, references in the conditions of Contract to the Works, the completion date, and the intended completion date apply to any section of the Work (other than references to the completion date and intended completion date for the whole of the Works).
- VI.10.55) **TERMINATION OF CONTRACT ON 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 or through any other Bidders or agency at the cost and risk of the Bidders or his successors in interest.
- VI.10.56) Responsibility Of Bidder Against Risks : During currency of the Contract it shall be the responsibility of the Bidder to safeguard all materials (tools, tackles, plant, equipment etc. either issued by IIMB or brought by the Bidder), against all losses, damages, on account of thefts shortages, fire or any reasons whatsoever and IIMB shall not be responsible for loss, damages etc. as aforesaid. The Bidder shall solely be responsible for protecting and securing such property.
- VI.10.57) Submission Of Agreements, Bank Guarantees Etc - Any Agreement, Bank Guarantee etc. required to be executed under this Contract shall be made at the cost of the Bidder with proper stamp duty as per the Formats enclosed respectively. However, the Accepting Officer shall have the rights to alter, modify, delete any materials in such formats as deemed fit by him.

- VI.10.58) The successful bidder shall get the police verification of the staff employed for the work and submit the Certificate of the same at the time of submission of tender.
- VI.10.59) Variation - Statutory Requirements - Any variation in statutory requirements like minimum labor wages etc according to the laws and regulations of the central / state govt or local govt bodies shall not be compensated by IIMB to the bidder during the currency of the contract.
- VI.10.60) Taxes - The prices quoted by the bidder shall include all taxes as applicable, except GST. Any variation in tax structure during the currency of contract shall not be compensated by IIMB to the bidder.
- VI.10.61) Selection of L1 bidder:
- The L1 bidder will be arrived at based on the average quote for the three years without considering the GST element and he will be awarded the contract. If there is a tie among two or three bidders, they will be asked to submit another closed price bid with discount. Among these, L1 bidder will be selected on the basis of the lowest quote received second time.
- VI.10.62) Price Bid:
- VI.10.60.i) The bidders should quote the rates only in online price bid. The format of the Price Bid has been given in this document. The bidder should not quote any rate in the price bid (hard copy) given in this document. If the rate is quoted in the hard copy of the price bid given in this document, the tender will be rejected summarily. Please refer the PRICE BID FORMAT in this document.
- VI.10.60.ii) The bidder should quote the rates for all the three years separately. If the bidder does not quote the rates for any one of the three years i.e. either first year, second year or third year, such tender will be summarily rejected.**
- VI.10.63) Acceptance of Tender:
- VI.10.61.i) Acceptance of tender will be communicated by a formal acceptance letter (by registered post) directly to the Bidder.
- VI.10.61.ii) If the Bidder deliberately gives wrong information in his Tender and thereby create circumstances for the acceptance of his Tender, IIMB reserves the right to reject such Tenders at any stage.
- VI.10.61.iii) IIMB may accept the Tender wholly or in part or reject any tender without assigning any reason whatsoever and may not accept the lowest or any tender. The Bidder shall not demand any explanation for the rejection of his tender.
- VI.10.61.iv) The Successful Bidder shall execute a Contract with IIMB, for carrying out the Work. The address of the Bidder as given in the agreement will be deemed as their business address and all correspondence sent to that address by IIMB shall be deemed delivered to the Bidders in the ordinary course by post.

- VI.10.61.v) IIMB does not undertake to assign reason for declining any particular tender. The accepting authority also reserves the right to accept in full, or a part thereof or reject the tender or to divide the tender among more than one Bidders if deemed necessary without assigning any reason.
- VI.10.61.vi) 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.
- VI.10.61.vii) Adequate Safety Precautions shall be taken by the Bidder to ensure the Safety of the workmen engaged by him.

General Conditions as stated in Clause are fully read and are acceptable to me/us.

I / We agree to execute the above Contract and specifications of Indian Institute of Management Bangalore as specified in the Work order.

Date:

Name:

Address:

**PROFORMA – A**  
**AUTHORIZATION LETTER**

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

To

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

<b>Sub: Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus</b>
--

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 letter head with technical bid)

To

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

**Sub: Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus**

**CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:**

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

I/We are fully qualified to do the said work and have understood the scope of work, terms and conditions, IIMB time schedule and the rates will be quoted separately in "**Online Price Bid**".

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**

**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 <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 inter-alia, in the Work Order No. <Insert work order number> 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 THREE MONTHS’ VALUE 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 Equipment 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> 2016 at Bangalore

For <Insert Bank Name>

Authorized Signatories  
Bank Seal

**PROFORMA – D**

**UNDERTAKING LETTER**

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

To

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

**Sub: Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus**

**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 – E**

**DETAILS REQUIRED FROM THE BIDDERS**

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

1. Please quote your ESI No.  
[Enclose the copy of certificate issued by ESI Authorities]
2. Please quote your PF No.  
[Enclose the copy of certificate issued by PF Authorities]
3. ECS Code No.
4. MICR No.

**PROFORMA – F**

**VENDOR BANK DETAIL FORM**

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

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:

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

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

**Please find enclosed a cancelled cheque for your reference.**

Authorized Signatory:

Name:

Designation:

Date:

Signature attested by banker –

Signature

Name:

Designation:

Date:

**PROFORMA – G**

**DECLARATION LETTER**

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

To

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

**Sub: Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at IIMB Campus**

Dear Sir,

Please find herewith enclosed the Technical Bid document comprising of Terms & conditions, General & Special Conditions and Safety Code relating to the works specified in the Technical Bid Document hereinafter set out and having acquired the requisite information relating thereto as affecting the Technical Bid, I / We hereby offer to execute the works specified in the said document in accordance with the conditions, scope of work & instructions in writing referred to in conditions of Technical Bid, articles of agreement, general conditions of contract, annexures, safety conditions 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 Technical Bid Document do hereby accept all the Terms and conditions laid down in the said Technical Bid document and will abide by the same on acceptance and award of work.**

***Yours faithfully,***

**FOR M/s \_\_\_\_\_**

**PROFORMA – H (i)**

**Work experience shall be submitted in the following format  
(for 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
<b>1</b>				
<b>2</b>				
<b>3</b>				

**PROFORMA – H (ii)**

**(for Customer Feedback)**

**Work done with the clients shall be submitted in the following format  
(for 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	Performance Certificate issued by the client (YES/NO)
<b>1</b>					
<b>2</b>					
<b>3</b>					



**PROFORMA – I**

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER**

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

I / We ..... (***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 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:

**ANNEXURE-1**

**e-Bidding Conditions**

**NATIONAL ELECTRONIC FUNDS TRANSFER / REAL TIME GROSS SETTLEMENT**

(To be filled in by the Applicant in BLOCK LETTERS)

Customer's Copy

Counterfoil

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**PART – 1 (Details of applicant/remitter/originator)**

- 1 Remitter's Name: \_\_\_\_\_
- 2 Bank Name/ Branch: \_\_\_\_\_
- 3 Account Name: \_\_\_\_\_
- 4 Account No.: \_\_\_\_\_
- 5 Type of Account: SB/CA/CC: \_\_\_\_\_

**Details of Beneficiary:**

Instructions to Bankers: PLEASE ENTER A/c No. SEPARATELY FOR EACH CHALLAN AND GENERATE SEPARATE UTR No. FOR EACH CHALLAN AS THE A/c No. WILL BE DIFFERENT FOR EACH CHALLAN.

Account No.	<u>CP0199999939651628</u>
Centre/IFSC Code:	<u>CITI0100000</u>
Bank:	<u>CITI BANK</u>
Branch:	<u>MUMBAI</u>
Beneficiary Name:	<u>KEONICS</u>
Type of A/c.:	<u>CURRENT</u>
Account Name:	<u>NK</u>
Amount Rs. (a):	<u>Please see Page 65 of this document</u> <u>(includes CITIBANK Appln Process)</u>
Bank Charges Rs.(b):	_____ (Local Bank's charges extra)
Total Amount Rs.(a+b):*	_____
Total in words:	_____

\*If the Credit Amount is less than Total Amount, the payment reconciliation is liable for rejection.

**Instructions for bidders:**

- 1) Do not re-use the challan for other tenders.
- 2) Do not alter/modify the Amount or any other printed matter in the challan.
- 3) Retain a copy of the counterfoil acknowledged by the Bank for your reference.

Customer's Signature: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

CHALLAN TYPE: Registration, Processing fee and DSC

For Bankers: \_\_\_\_\_

UTR/Remittance No. \_\_\_\_\_

**KARNATAKA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD**  
**(A Government of Karnataka Enterprise)**  
**No 29/1, Race Course Road. Bangalore -560 001**

**Tel: 080-22262203, 22352608, 22257201      Fax: 080-22200165**

**Website: [www.keonics.in](http://www.keonics.in)**  
**E-Mail : [Info@keonics.com](mailto:Info@keonics.com)**

**e-BIDDING CONDITIONS**

## 1. LETTER TO ALL THE VENDORS REGARDING E-BIDDING PROCESS:

Dear Sirs,

Karnataka State Electronic Development Corporation Limited (M/s KEONICS) wishes to conduct an online tendering for Selection of Vendors for the work of “**Annual Maintenance Contract for Operation and Maintenance of Sewage Treatment Plant at Indian Institute of Management Bangalore Campus, Bannerghatta Road, Bangalore – 560076**”. M/s KEONICS will provide your representatives with the entire key inputs and necessary training, so that you can successfully participate in this tendering process.

You shall get registered with M/s KEONICS by making online e-Payment using Credit/Debit card or Net banking Mode (**Rs.5,000/- + GST**) in favour of **M/s KEONICS, Bangalore**. Other vendors, including those registered with IIMB or M/s KEONICS do not automatically qualify for participation.

**Please Note: The Registration Fee for registering online for participating in IIMB related tenders is Rs.2,000/- (exclusive of GST) which is valid for a period of one year from the date of payment of Registration Fees to M/s KEONICS.**

**Please Note: The Digital Signature Fee is Rs.4,300/- (exclusive of GST). The vendor already possessing the Digital Signature need not pay the Digital Signature Fee.**

**Please Note: The e-Tender Processing Fee (mentioned above) is to be paid for every tender. This fee is valid for that particular tender only, for which the fee is paid.**

**Place of Enquiry about e-Tender processing and fees:**

**M/s KEONICS through M/s Antares Systems Ltd.,  
'Sri Srinivas Krupa'. #43/A, Havanur Circle,  
Near Pavithra Paradise Hotel, Basaveshwaranagar,  
Bangalore – 560079.**

The e-bidding process as envisaged consists of the following steps which are indicated below:

e-Bidding / Electronic Bidding / Web Bidding / Online Bidding is the simulation of the manual bidding process on the internet, i.e. the eligible vendor can log on to the internet site specified, using unique user name and password and place his Financial Bids. The eligible Vendors will be trained by M/s KEONICS personnel on the procedure of submitting the bids online. The bids placed by the Vendors are confidential and will be opened by the authorized official using a special electronic key / password at the date and time specified and not earlier than that. No other person can gain access to the information regarding the bids, which is confidential in nature.

**Closed online bid:** The vendors are requested to upload their individual item rates, based on the rates arrived at by them for individual item, online during the date and time intimated to the vendors.

The lowest bid will be determined from amongst the closed bids and the lowest tender of the online bid.

As we understand, there are essentially two differences between this and the equivalent process.

The bid would be submitted online by you while operating from your work desk instead of the traditional mail/fax/face to face/paper means. All you need is a PC with a browser interface and an Internet connection.

Instead of a one-time best financial bid, you will now be able to interact and react on the spot to the changing competitive bids, thereby taking advantage of the intrinsic transparency in the whole process.

Hard copies of the Bid Document should contain blank Bill of Quantities (Rates shall not be quoted).

As you can see, there are three very conspicuous gains in adopting this process as a transacting tool.

- (a) Considerable reduction in demands on your time, which otherwise would have been spent on many price negotiations. This also will lead to quicker order finalization at your end.
- (b) Reduction in your cost as you do not have to travel, to and from, to the offices of M/s KEONICS and there is no need to make those umpteen calls.
- (c) Complete transparency in the involved numbers amongst the operating community, leading to sound decisions.

We look forward to your enthusiastic response to this business opportunity and your active participation in the online e-bidding event. We believe this process is futuristic and now-a-days; the future seems to be approaching all of us within days!

Yours sincerely,

M/s KEONICS

(No signature is required, as the document is computer generated)

## 2. CONTACT INFORMATION:

e-Bidding Queries
<p>Karnataka State Electronic Development Corporation Limited (M/s KEONICS) ( A Government of Karnataka Enterprise) No 29/1, Race Course Road. Bangalore -560 001</p> <p>Tel: 080-22262203,22352608,22257201 Fax: 080-22200165</p> <p>Website: <a href="http://www.keonics.in">www.keonics.in</a> E-Mail : <a href="mailto:Info@keonics.com">Info@keonics.com</a> Contact Person: Mr. Prabhuswamy - 96861 96760 Mr. Mohan - 96861 96765</p>

## 3. PROCESS INSTRUCTIONS:

### A. e-bidding Process:

Eligible Vendor will be trained by M/s KEONICS personnel on the procedure for placing their financial bids online.

After attending the training, the Vendors are advised to submit the Satisfactory Completion of Training Certificate and to place their bids online before the time frame intimated to the vendors.

### B. Closed Online Bids:

Only e-bidding will be conducted for obtaining the financial bids. The eligible Vendors are required to send a declaration online regarding compliance to the terms and conditions while placing the closed online bids. For this, the vendors should submit online the **Satisfactory Training Completion Certificate** by filling in the format by downloading from the e-bidding website, typing in the vendor's company letterhead, scanning the signed letterhead and uploading the same. The vendors will be allowed to upload their bids only after uploading the Satisfactory Training Completion Certificate. The Vendors are required to upload their bids online within the date and time as intimated to the vendors.

## 4. CLOSED ONLINE BID:

Sl.No.	Closed Online Bid Rules
1	Vendors must register in M/s KEONICS' Tender Service Provider Website as per the training given by M/s KEONICS. Vendors are advised to make a note of their User Name and Password after the registration. The username and password are case sensitive. The Vendors are requested to change the password and also not to reveal the same to anyone else.

2	Closed online Bid: The Vendors shall send their declaration regarding compliance to the terms and conditions online before submitting the closed online bid. In the closed online bid, the Vendors are required to upload their bid item rate based on the details furnished in the Technical Bid and Financial Bid.
3	Server Time in M/s KEONICS site will be the basis of Start time and Closing time for bidding.
4	Vendors may use the 'Auto Bid Up To' feature in the M/s KEONICS site from the start time of bidding for each work.
5	Vendors can get explanation about the features / options like Work Name, Starting Bid, Server Time, Start Time, Closing Time, Bid History and Auto Bid up to – during training by M/s KEONICS.

## 5. E-BIDDING PROCESS COMPLIANCE STATEMENT:

(This statement must be filled and duly signed by the vendor and submitted to M/s KEONICS along with signed hard copies of declaration regarding compliance to Terms & Conditions).

The following terms and conditions are deemed as accepted by you on participation in the bid event:

- a) The Vendors are required to upload their individual item online during the date and time as intimated to them.
- b) The vendors cannot change price once submitted.
- c) You are deemed to have accepted the bid rules on participation at the bid event. M/s KEONICS will make every attempt to make the bid process transparent. However, the decision by the IIMB to award the work would be final and binding.
- d) Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of Indian Institute of Management Bangalore indicated in the bid document. Bidding process related queries could be addressed to M/s KEONICS personnel indicated in the bid document.
- e) It is brought to your attention that the bid event will lead to the price discovery.
- f) The other terms and conditions are indicated in the bid document issued.
- g) You need to submit the closed online bid as per the e-bidding rules.
- h) Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s KEONICS. However, M/s KEONICS will make every effort to ensure availability of technology resources to enable continuous bidding. You can call customer care at M/s KEONICS and make a proxy bid if internet connection is down. However, this has to be considered and endorsed by you using alternative communication such as fax or e-mail immediately. M/s KEONICS does not guarantee continuous, uninterrupted or secure access to its

services, and operation of the site may be interfered with by numerous factors out of its control.

- i) M/s KEONICS does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between the vendor and IIMB.
- j) Your participation in a bid event is by invitation from IIMB and M/s KEONICS jointly.
- k) Bids once made cannot be withdrawn or modified under any circumstances. In the case of a bid being withdrawn action will be initiated as per the tender conditions. M/s KEONICS reserves the right to either initiate a fresh auction or enter into negotiations with the remaining Vendors in addition to any other action that may be taken by M/s KEONICS.
- l) M/s KEONICS can decide to extend, reschedule or cancel an auction.
- m) M/s KEONICS, neither any related company, nor any of its owners, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

Note: In case of any operational problems during the submission of closed online bids, the same may have to be reported to M/s KEONICS immediately. The decision to reschedule, postpone or cancellation of the entire process will be taken by M/s KEONICS based on the merit of such reports. In case of temporary suspension, when the closed online bids to be restarted, will be intimated to the vendors on M/s KEONICS website. The process will come to an end after a waiting period of 30 minutes for the Vendors to register any protest. Therefore the Vendors are advised not to logout from their PC's till an announcement is made regarding the closure of whole process in a complete manner in M/s KEONICS website.

In case of postponement or cancellation of the bids, the same will be intimated to the Vendors over M/s KEONICS website. The Vendors are advised to visit M/s KEONICS website, also for any Notices Inviting Tenders, Circulars and Corrigendum etc.

I/We have read, understood and agreed to abide by the e-bidding process Compliance Statement.

Date :

Organization :

Name :

Designation :

Signature :

Seal :



**Details of Fees to be paid for e-Tendering:****1) E-Tender Processing Fees:**

Sl. No.	Module	Project Cost (Rs.)	Amount in Rs.
1	Estimate Contract Value	1 Lakhs to 10 Lakhs	1500.00
		10 Lakhs to 20 Lakhs	2500.00
		20 Lakhs to 50 Lakhs	3500.00
		50 Lakhs and above	5000.00
Note: These rates are exclusive of 18% GST as applicable.			

**2) Registration Fees:**

Rs.2,000/- (plus GST@ 18% as applicable) valid for a period of one year for all tenders related to IIMB.

**3) Digital Signature Fees:****Digital Signature Fee Details**

Certificate Class	Class 2 Individual / Organisation		Class 3 Individual/Govt Organisation/Organisation	
Year	1 Yr	2 Yr	1 Yr	2 Yr
Signing -Fresh	1,980.00	2,450.00	3,280.00	4,340.00
Signing -Renewal	1,180.00	1,650.00	2,480.00	3,540.00
Signing & Encryption – Fresh	3,750.00	4,580.00	5,050.00	6,000.00
Signing & Encryption – Renewal	2,950.00	3,780.00	4,250.00	5,200.00

Note: 1.The above price is inclusive of GST

2.This is applicable for both Vendors and Department officials all over India

**ANNEXURE -2****FINANCIAL BID FORMAT**

SI No	Description	Unit	Nos	Rate / Month (Rs.)	Rate in Words	Amount (Rs.)
A	B	C	D	E	F	G
	Annual Maintenance Contract for Operation and Maintenance of 600 kLD Sewage treatment Plant as per the scope of work					
1	First Year – 2018-19	Months	12			
2	Second Year – 2019-20	Months	12			
3	Third Year – 2020-21	Months	12			
	Total excluding GST					
	Average 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 2018-19, 2019-20 and 2020-21.**

**3. The bidder should quote the rate in column E only. Column F is formula based and the total amount will be calculated automatically.**

**9. 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.**