

**INSTITUTE OF HOTEL MANAGEMENT CATERING TECHNOLOGY
AND APPLIED NUTRITION**

Established by Govt. of India, Ministry of Tourism, Affiliated to NCHM&CT, Nodia
S.J.P Campus, Near M.S. Building & SKSJTI Boys Hostel, Bangalore-560 001.
Tel.No.080-22262960 Fax.080-22268562, Website: www.ihmbangalore.kar.nic.in

Ref. No.IHMB/Electrical/001/2020-21

Date: 11-02-2021

E-PROCUREMENT NOTICE

**ELECTRICAL ANNUAL MAINTENANCE CONTRACT TENDER FOR
THE PERIOD 01-04-2021 to 31-03-2022**

Part-I Technical competence bid (PRICE AND QUANTITY NOT TO BE QUOTED)

Part -II Quantity and Price bid

Tenderer Name and Address M/s. _____

Date of commencement of Tender : 11-02-2021

Last date for Uploading of Tender : 12-03-2021 up to 5.00 PM

Date of opening of Technical Bid : 15-03-2021 at 10.00 AM

Date of opening of Financial Bid : As per e-procurement portal

Note: Technical & Financial/Price Bid is provided for description, Tenderer should quote accordingly.

Other details can be seen in the tender documents.

Further instructions and tender document may be downloaded from <https://eproc.karnataka.gov.in>. The institute will not be held responsible for the internet problem. Last submission of tender document etc.

Tenders must be accompanied by EMD security amount as specified in the tender document, drawn in favour of e-procurement Government of Karnataka.

Sd/-
Principal /Secretary

INSTRUCTIONS TO TENDERERS

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Date: 11-02-2021

Notice Inviting Tenders

Tenders are invited in two parts viz., **Part-I** - Technical competence bid **Part-II**- Quantity and Price bid from the reputed contractors for the Contracts mentioned in the tender document.

Tender Part I –Technical competence bid, consisting of only Technical Competence to undertake the work should furnish details on Work experience, past performance, infrastructure facilities, client list etc., and the eligibility of the tenderer will be based on the following criteria.

Criteria I

Should have engaged in the supply/service of the following items.

- (a)** Give details of the organization and work experience. Furnish list of customers as per format in Technical Bid.
- (b)** The Tenderer progresses from one stage to another stage, i.e. only Financial Bids of those Agencies who qualify in the Technical Stage will be considered for Evaluation.
- (c)** Income Tax and sales tax clearance certificates.

Submission of tender Part I without any of the above such documents are liable for rejection.

The offer Part II should be submitted in the following format only as given in Criteria II (Otherwise the offer will be liable for rejection)

1. Rates should be inclusive of all taxes and any other levies.
2. Item wise rates should be quoted wherever necessary and all rates should be inclusive of all taxes and any other levies.
3. Payment terms should be mentioned.
4. TDS will be deducted as applicable.
5. Tender E.M.D. amount Rs.65,000/-(Rupees sixty five thousand only)
6. The successful tenderer shall pay the additional amount towards security deposit at the rate of 5% of the amount tendered by him, after adjusting the EMD and execute an agreement within 7 days from the date of issue of the letter-communicating acceptance of the tender failing which EMD will be forfeited.
7. The security deposit of the Contractor shall be forfeited if he fails to comply with any of the conditions of the contract.
8. Security deposit of 5% will be refunded, after three months from the final payment.

ELECTRICAL ANNUAL MAINTENANCE CONTRACT TENDER

FOR THE PERIOD 01-04-2021 to 31-03-2022

<u>Sl. No.</u>	<u>Tender Description</u>	<u>EMD (Rs.)</u>
<u>1</u>	ANNUAL ELECTRICAL MAINTENANCE CONTRACT WORK FOR INSTITUTE (IHM), EXECUTIVE DEVELOPMENT CENTER (EDC) AND IHM BOYS AND GIRLS HOSTELS FOR THE PERIOD 01-04-2021 to 31-03-2022	65,000/-

E-PROCUREMENT PORTAL

Ref. No.IHMB/Electrical/001/2020-21

Date:11-02-2021

NOTIFICATION DATE: **11-02-2021**

LAST DATE FOR UPLOADING OF E-TENDER DOCUMENT: **12-03-2021** up to 5.00PM

SCHEDULE OF EVENTS

1	Commencement of download of e-tender forms from website https://eproc.karnataka.gov.in	11-02-2021
2	Last date for queries on or before	05-03-2021
3	Last date for uploading of Tender document on e-procurement platform on or before	12-03-2021
4	Opening of Technical Bid	15-03-2021
5	Opening of Financial Bid	As per e-procurement portal

Annual Electrical Maintenance Contract work for IHM / EDC/ IHM Hostels

*No of people required in shift wise:

1. Supervisor (Electrical) 01 No. General Shift for IHM, EDC, IHM Boys and Girls Hostel having BE in Electrical having Electrical License with three (03) years experience.
2. Helpers (Electrical) - 06 Nos. Shift wise (03 for IHM/EDC @ SJP Campus, Near M.S. Building & SKSJTI Boys Hostel, Bangalore and 03 for IHM Boys and Girls Hostel @ Chandra Layout, Vijayanagar, Near Overhead Water Tank) Bangalore having three (03) years experience in handling electrical works.

EDC has 30 residential room training facility with Front Office, Restaurant, Conference hall with running hot and cold water, IHM / EDC/Hostels. Electrical works in all rooms, maintenance of Diesel Generator, Transformer work etc.

People qualified, experienced with necessary certification with competent authority of the above works have to be positioned in the Institute

Note:

1. Tenderer should quote for all items mandatory
2. *Tender will be awarded to overall L1 Tenderer*

Institute of Hotel Management Catering Technology & Applied Nutrition

Near M.S. Building & SKSJTI Boys Hostel, S.J. Polytechnic Campus, Bangalore - 560 001.

Established by Govt. of India, Ministry of Tourism & Affiliated to NCHMCT, Noida.

Tel: 080 - 2226 2960 Fax: 080 - 2226 8562

Email: ihmbengaluru@gmail.com,

www.ihmbangalore.kar.nic.in

TECHNICAL BID

Name of the Firm of the Tenderer _____

Names of all the partners of the Firm, if any _____

Address of the tenderer: Shop/Office _____

Telephone No., & Fax No. _____

E-Mail Address: _____

Providing Annual Maintenance Contract (AMC) for Electrical Services at IHM Campus, IHM Hostel Campus and Executive Development Centre at IHM Main Campus, Bangalore”, From the Class - I Licensed Electrical Contractors interested, experienced and having sound financial capacity who fulfills the eligibility criteria as in Tender Document and preferably operating their business in and around Bangalore City / Individuals / Firms / Companies / Corporation / Association / Society / Electrical License Contractors / Registered contractors with C.P.W.D., Railways, M.E.S., B.S.N.L., P.W.D., P.S.U’s, NMC service provider.

Sl. No	Description of the Service Providers	Name, Address, Telephone, E-mail and Fax of the Organization.	Details of order & Value	Remarks
1				
2				
3				
4				

The Agency should have the following registrations and to be enclosed

1. Class - I License Electrical Contractor Registration Certificate issued by the Registering Authority.
2. License issued by the Labour Commissioner, Govt. of Karnataka under the Contract Labour (Regulation & Abolition) Act, 1970.
3. Proof of Registration with EPF, ESI and Service Tax authorities along with code numbers.
4. Minimum three (03) years experience in undertaking similar nature of works
5. List of their clients for whom they have been executing similar work for the last 3 years. Satisfactory Service Certificate issued by the client should be enclosed. (The service certificate issued by the client only will be considered. The work order, agreement copy, Tender copy or any other documentary evidence will not be considered).
6. The Agency should furnish a copy of Pan/TIN Card.
7. The Agency should furnish a copy of GST Certificate
8. Any other certificates and documents which the contractor would like to enclose to substantiate his stand in the field as a contractor proven ability.
9. Work experience certificate should be enclosed for carried out similar AMC work not less than 3.00 lakh per annum probably from central / state Govt. organization and educational institution.
10. Agencies whose contracts have been terminated/foreclosed by any company/ Department during the last 3 financial years due to non fulfillment of contractual obligations are not eligible to bid. The Agencies are required to furnish self declared certificate to this effect in their letter head. Non-furnishing of this information will entail rejection of the Tender.
11. Audited Balance Sheet for the last three years.

.....
Signature of the Tenderer

.....
Seal of the tenderer

FINANCIAL BID

(Financial Bid Format only for reference not be uploaded in E-procurement Portal)

The Principal
Institute of Hotel Management, Catering Technology & Applied Nutrition
S.J.P. Campus, Bangalore - 560 001.

With reference to your advertisement E-Tender for **Annual Electrical Maintenance Contract work for IHM / EDC/ IHM Boys & Girls Hostels** for the period of 01 April 2021 to 31March 2022.

Electrical Annual Maintenance Contract

Sl. No.	Description	Qty.	Rate	Total Amount
1	Supervisor (Electrical)- General Shift	1		
2	Helpers (Electrical)- Shift- wise	6		
Total				

* Subject to change as per requirements

Note:

- 1. Tenderer should quote for all items mandatory**
- 2. Tender will be awarded to overall L1 Tenderer.**
- Rates should be inclusive of wages as per applicable Minimum wages Act, Provident Fund, ESI, Service Tax, Professional Tax, Gratuity and any other levies which is mandatory as per the Labour laws and any other laws applicable under Central Government.
- Wage pay will, provident Fund, ESI, Service Tax paid challans should be submitting along with the bill in triplicate every month.
- For performing regular maintenance duties, the Contractor shall deploy persons round the clock in eight hours (8 hrs.) shifts. The Contractor shall ensure that the persons are punctual, disciplined and remain vigilant in performance of their duty. The Contractor shall engage medically and physically fit persons below the age of 40 years. Persons so engaged shall be personnel of integrity and good conduct and with excellent trade knowledge having high integrity and good conduct.
- The supplier shall make all provisions for safety of his men and materials including insurance for fire and accidents. An indemnity bond in the form appended shall be submitted indicating clearly that the Employers are free from such responsibility and encumbrances at the time of contract.

.....
Signature of Tenderer

.....
Seal of Tenderer

SCHEDULE OF WORK

1. Maintain all the Electrical Installation in IHM Campus, IHM Boys, Girls Hostel and Residential Quarters at Chandra Layout (Boys Hostel consists of eight story building & 21 residential quarters) and Executive Development Centre in up to date condition. Maintain all the telephone intercom connections in up to date condition.
2. Maintain **1.25 KVA** Transformer and servicing the same periodically. The consumables like oil etc., shall be provided by IHM-B on proper advance intimation. The main panel board with switch gears and ACB panels should be checked regularly. Only spares required shall be provided by IHM-B as per requirements certified by the Service Engineer.
3. The sub panel room should be maintained and all the control switch gears shall be periodically serviced whenever necessary.
4. The persons should be capable of handling all services and repairs job needed for the main panel and sub panel rooms.
5. Maintaining the **1.25 KVA** Generators and also the **1.25 KVA** Generators presently available at Hostel campus. In case of breakdown of Generator, the AMC persons should be capable of hiring generator (for which necessary hire charges shall be borne by IHM-B) and maintain the power supply till EB or generator supply is restored under the intimation and approval of IHM-B authority.
6. Maintain light points, submersible pump sets, indoor & outdoor substation, passengers lifts, bore well pump sets, solar water heating system, water pumps, and fire pumps fire hydrant systems properly and operate them for test purposes frequently as required.
7. Maintaining stock register of all the Electrical Installation available at IHM-B including fitting and verifying their availability frequently.
8. To maintain Diesel stock register for the generator and to operate the generator as when needed during E.B. power failure. During normal days test run shall be done for generator for a period of 15 minutes every day.
9. To clean and do repair maintenance service for switch gears, panel rooms, all electrical machineries at IHM-B and cable installations.
10. To remit monthly bill received from BESCO by receiving from Accounts Section of IHM-B.
11. To contact and co-ordinate with E.B. officials, on behalf of IHM-B and fulfill all the statutory requirements of Electrical Installation and sign on documents to be presented to EB. For obtaining enhancement / curtailment of our Electrical needs, as and when required. The E.B. bill shall be remitted every month after getting the cheque from IHM-B.
12. To maintain all U.P.S. & Lift and Co-ordinate with AMC Contractors for UPS & Lift in carrying out the maintenance. In case of emergency the minor repairs may be carried out by the Electrical Annual Maintenance Contractors.

13. To maintain the materials stock register for all the materials supplied for maintenance and room wise repair register. No fitting frames should be removed and refixed without the permission of IHM-B officer who is authorized to look after the maintenance service.
14. To maintain all the Audio & Video equipments and public address system available at IHM-B and operate them during the class hours / other IHM-B functions. The hiring systems if necessary to be rectified on chargeable basis.
15. To provide all the additional service connections, new extensions, fixing of fans, lights or other Electrical Installation etc. shall be done by the AMC contractor for which materials alone will be supplied by IHM-B based on the requirements. If additional man power is required when certified by IHM-B authority shall be provided on chargeable basis.
16. To maintain power supply during emergency and power cut by maintaining the generators.
17. To look after day to day maintenance of all AC Units and closely co-ordinate with the AMC contractors and maintain them in proper conditions.
18. To install or shift any A.C. & UPS units in case there is a need to shift and shall coordinate with AC/UPS service personnel
19. To maintain all the geysers in hostel both room in good condition and to carry out the minor repairs, change of spares etc. The spares will be supplied by IHM-B as and when required. The major repairs of geysers should be got done through the service companies of respective manufacturers.
20. Purchase of Diesel for DG shall be purchased after getting cheque form IHM-B, the required conveyance charges will be borne by IHM-B.
21. To Maintain and operate the equipment's – Light and sound systems and General electrical installations chiller type duct able AC plant installed in the Auditorium.
22. In case of power failure from BESCO side, the Electrician should inform to IHM-B concerned authority immediately.

TERMS AND CONDITIONS for awarding of contractor for providing Annual Maintenance Contract (AMC) for Electrical Services at IHMCT&AN Main Campus, Hostel Campus & Executive Development Centre, Bangalore.

1. The prospective tenderers may satisfy themselves about the requirements by visiting the site at S.J.P. Campus, Seshadri Road, Near M.S. Building & SKSJI Boys Hostel, Bangalore 560001 and our IHM Hostel Campus at 2nd Stage, 1st Phase, Chandra Layout, Near Overhead Water Tank, Vijayanagar, Bangalore on any working day between 10.00 a.m. and 4.00 p.m. before submitting their tenders.
2. EMD will be liable to be forfeited if the Contractor selected for the work fails to sign the formal agreement or to start the work on the date stipulated in the work order.
3. If any relative of the tenderer is an employee of the IHM-B; the name, designation and relationship of such employee shall be intimated to the Principal, IHM-B in writing while submitting the tender.
4. The EMD remitted will not bear any interest for the period retained by IHM-B
5. Before signing the agreement, the contractor shall deposit 5% of the annual value of contract (adjusting the EMD) as security deposit, which would be released on expiry/termination of the contract after adjustment of dues, if any
 - 1) The Contractor shall execute an agreement on a non-judicial stamp paper worth Rs.100/- before taking up the contract, agreeing to abide by all the terms and conditions mentioned therein.
 - 2) The contract is initially for a period of one year, which can be extended for further any period of maximum of three years for same quoted rate subject to satisfactory performance of the work at mutually agreed terms.
6. The uniforms should be supplied by the Contractor at his own cost to the persons deployed for the work shall include shirt, pant, ankle boots, and web belt. The seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and IHM-B shall have no liability whatsoever on this account. The uniform shall be approved by the Principal of the Institute. The Electrical personals working on live current shall be supplied with shock proof rubber gloves, rubber boot, helmet etc. wherever necessary. Safety belts for climbing up the ladder shall be provided by the contractor. The persons should be capable working at all height with the help of ladder available at IHM-B. Any other equipment needed shall be provided by the contractor.
7. For performing regular maintenance duties, the Contractor shall deploy persons round the clock in eight hours (8 hrs.) shifts. The Contractor shall

ensure that the persons are punctual, disciplined and remain vigilant in performance of their duty. The Contractor shall engage medically and physically fit persons below the age of 40 years. Persons so engaged shall be personnel of integrity and good conduct and with excellent trade knowledge having high integrity and good conduct.

8. The contractor shall communicate the names, parentage, residential address, age, mobile number and etc. of the persons deployed at each point. The Contractor shall issue Identity Card to their persons with the approval of IHM-B and they shall be duty bound to display the same at the time of providing the service.
9. The Principal of the Institute or any person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that required numbers of persons are deployed and that they are providing the service properly.
10. The Contractor shall ensure that the persons do not take any property of IHM-B & it should be taken out of the premises without a gate pass signed by the designated official. The Institute will intimate to the Contractor the specimen signature of the officials designated and authorized to sign the Gate Pass. Any change will be intimated in writing. The Principal / or Authorized Officer of the IHM-B shall make suitable arrangements to ensure compliance.
11. It shall be the sole responsibility of the Contractor to ensure security and safety of all the Electrical Property of Institute and if there is any loss to the Institute on account of dishonesty, and or sue to any lapse on the part of the Contractor or his worker.
12. a) The persons deployed by the Contractor for the work shall be the employees of the Contractor for all intents and purposes and in no case, shall a relationship of employer and employee between the said persons and the IHM-B accrue implicitly.

b) The persons so deployed shall remain under the control and supervision of the Contractor and he shall be liable for their wages etc. and all other dues which the Contractor is liable to pay under various labour regulations and other statutory provisions.

c) The Contractor shall ensure that all the employees get minimum wages as per the Central Government Minimum Wages Act whichever is higher as applicable to Bangalore ('A' Zone) and other benefits as are admits under various labour laws. He shall provide full information in respect of wages act paid to his employees so deployed in conformity with the provisions of Contract Labour (Regulations and

Abolition) Act, 1970. He shall furnish the valid renewed license certificate from the Labour Commissioner, Govt. of Karnataka.

d) The Contractor shall deploy his persons in such a way that the persons get weekly rest, the working hours/leave for which the work is taken from them, are under relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of Contractor committing a default or breach of any of the provisions of labour laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time or furnishing any information or submitting or filing any settlement under the provision of the said regulations and rules which is materially incorrectly, the Contractor shall, without prejudice to any other liability, pay to the Principal of the Institute a sum as may be claimed by the Institute.

13. Income –Tax at the prevailing rate will be deducted from the monthly bill of the Contractor PAN Number of the Contractor to be furnished for deduction of the same.
14. Extra manpower, if required, should be provided as per the agreed rate.
15. The Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI and EPF towards the persons deployed in their respective name before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI and EPF contribution will be withheld till submission of required documents. Service tax will be reimbursed on production of proof of having deposited the amount with the Central Excise department. Auxillary as educational services are exempted from Service Tax, clarification sought and if exemption is prevailing Service Tax will not be paid.
16. Principal, IHM-B- reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding on the Contractor.
17. In case of any accident or damage due to negligence or unsafe work that require medical attention, the contractor is wholly responsible.
18. The contractor may not assign the contract and no portion of the contract shall be given on sub contract without any written permission from IHM-B authority
19. The Contractor shall ensure proper uniform to all the personal he employs while on duty and carry Identity Card.
20. The bidders/tenderers may question the bidding conditions, bidding process and/or rejection of its bid as per the Rule 160 (ii) of the general financial Rule 2005.

General Terms and Conditions:

1. The persons deployed by the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the IHM-B accrue / arise implicitly or explicitly.
2. On taking over the responsibility of providing the Annual Electrical Maintenance Contractor shall formulate the mechanism and duty assignment of personnel in consultation with Principal of IHM-B or his nominee. Subsequently, the Contractor shall review the facility management services arrangement from time to time and advise the Principal, IHM-B for further streamlining the Annual Electrical maintenance. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Principal, IHM-B or the officer designated by the Principal in this respect from time to time.
3. The Principal, IHM-B or any other person authorized by the Principal shall be at liberty to carry out surprise check on the persons so deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
4. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct the Contractor shall immediately withdraw and take suitable action against such persons on the report of IHM-B in this respect. Further, the Contractor shall immediately replace the particular person so deployed on the demand of the Principal, IHM-B.
5. For performing Maintenance duties, the Contractor shall deploy persons round the clock in eight hours shift. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilance in performance of their duty. It is further agreed that the Contractor shall engage medically and physically fit persons preferably below the age of 40 years. Persons so engaged shall be of integrity and good conduct with excellent trade knowledge.
6. The Contractor shall submit details of the names, percentage, residential address, age, etc. of the persons deployed by him in the premises of IHM-B for the Purpose of proper identification of the employees of the Contractor deployed at various points, he shall issue Identity Card bearing their Photographs / Identification, etc. and such employees shall deploy their identity cards at the time of duty.
7. The Contractor shall ensure that the persons so deployed do not allow any property of the IHM-B to be taken out of the premises without a Gate Pass signed by the designated officials of the IHM-B. As a safeguard against any dishonesty, connivance and /or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the

Contractor along with subsequent changes, if any. The Principal or designated officer of the IHM-B shall make suitable arrangement to ensure compliance.

8. The Contractor shall report promptly to the IHM-B whenever any theft or pilferage takes place in the Electrical Installation or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Contractor to ensure security and safety of all the property and assets movable and immovable of the IHM-B and if there is any loss to the IHM-B on account of dishonesty, and / or due to any lapse on the part of the Contractor or his worker, the Contractor shall make good on demand the loss to the IHM-B.

9. The Contractor shall at his own cost, if required, take necessary insurance cover in the respect of aforesaid services rendered to the IHM-B and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938 and / or any other Rules/regulations and / or statutes that may be applicable to them and shall further keep the IHM-B indemnified from all acts of omission, fault, breaches and /or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. On account of Contractor's failure to fulfill any of the obligations hereunder and /or under the said Acts, rules / regulations and or any bye-laws or rules framed under or any of these, the IHM-B shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claim, demands, loss or injury from the Contractor's monthly payments.

10. The Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at the IHM-B in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents. In case the E.S.I. & EPF already paid by IHM-B is not remitted, the IHM-B shall recover all such sum from his dues from IHM-B.

11. The Contractor shall particularly abide by the provisions of Minimum Wages Act, 1948 with Rules 1950 framed there-under, as amended from time to time on the rates, terms and conditions as approved by Central Govt. Wages Act, as applicable to Bangalore.

12. The Contractor shall be required to maintain permanent attendance register within the building premises which will be opened for inspection and checking by the authorized officers of IHM-B.

13. The Contractor shall make the payments of wages, etc. to the persons so deployed in the presence of representative of the IHM-B on the specified day and shall on demand furnish copies of wages register/ muster roll, etc. to the IHM-B

for having paid all the dues to the persons deployed by him for the work under the agreement. This condition is imposed on the Contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of the IHM-B in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the labour regulations from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages, and terms of employment, inspection and submission of periodical returns.

14. The uniforms supplied by the Contractor at his cost to the persons deployed for the work shall include shirt, pant, anklets, ankle boots as applicable. The seasonal equipment such as jerseys, grey coats in winters and rain coats in monsoon shall also be provided by the Contractor at his cost and IHM-B shall have to liability whatsoever on this account. The uniform shall be approved by the Principal of the Institute. The Contractor shall provide safety belts, Rubber Glove and rubber shoes. The persons shall be provided with all equipment's necessary for safe working under high tension environment. They should be capable of doing works at heights using available ladders.

15. The Contractor shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of the IHM-B.

16. The Contractor shall deploy his persons in such a way that they get weekly rest, the working hours / leave for which the work is taken from them, under relevant provisions of shops and establishments Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Principal of the IHM-B a sum as may be claimed by the Institute.

17. The Contractor shall provide all tools and tackles like power drills, crimping tools, hammer, screw driver, tester, pliers, tongue tester, megger etc. and other electrical tools required for day to day working and testing of electrical maintenance services.

18. Payment of wages for the workers so deployed at IHM-B by the AMC contractor shall be paid their due wages on or before 5th of every succeeding month in front of the designated official of IHM-B.

19. In consideration of the services rendered by the Contractor as stated above, he shall be paid on monthly basis. Payment will be made on receipt of bills raised by the contractor and duly certified by the officer designated by the IHM-B.

20. The IHM-B shall reimburse the amount of Service Tax on production of documentary evidence of remittance of said amount to the prescribed authorities.

21. The Contractor shall keep the IHM-B indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same.

22. If the Contractor violates any of the terms and conditions or commits any fault or their services are not to the entire satisfaction of the officer authorized by the Principal in this behalf, a penalty leading to a deduction up to a maximum of 10 % of the total amount of bill for a particular month will be imposed.

23. The Contractor shall be responsible for faithful compliance of the terms and conditions. In the event of breach, the same may be terminated without any notice and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.

24. The contract shall remain valid for the period of one year extended for further any stipulated period of maximum 3 more years subject to satisfactory performance of the work at the same tendered rate only in writing for one more year with mutually agreed terms and conditions. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, IHM-B may terminate the contract of the contractor without any notice in case of breach of the contract; IHM-B's decision that a breach has occurred shall be final and shall be accepted without demur by the contractor.

25. During the notice period for termination of the contract, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

26. It shall be duty of the Contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/ hindrance / problem of any nature to the IHM-B.

27. In the event of any question, dispute / difference arising, the same shall be referred to the sole arbitration to the Principal, IHM-B or his nominee.

28. Any theft, Mismanagement, Damage etc., the agency will be held responsible.

29. Any dispute arise the jurisdiction will be in Bangalore

30. The arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceeding under the clause.

31. The payment shall be released on monthly basis after satisfactory completion of the job and for the work actually done on submission of bills. The bills should be accompanied by same certificate as IHM-B may prescribe from time to time. Income Tax (TDS) as applicable at prevailing rate will be deducted at source. The Liquidated damages will be deducted up to 10% of the value of such incomplete performance of contract.

32. None of your employees are allowed to form any association, groups etc while working at the Institute / EDC / Hostels.

33. All employees will be subjected to security check on entry and exit.

34. Lunch facility along with Group 'D' Staff could be availed at nominal charges per day per head at Institute Campus, for your staff on duty at the Institute premises on days when food is served. This will be deducted from the payment due to you.

UNDERTAKING TO BE GIVEN BY THE TENDERER

(To be submitted along with Part II)

We, thehaving
registered office at
..... do hereby declare and affirm the following:

1. We are aware of all statutory and legal requirements of Central Government as well as local regulations applicable to the work.

Consequences due to violation of these Acts, Rules and Regulations shall be borne by us and the Employer/Consultant is indemnified from any charge directly or indirectly arising there from.

2. That this undertaking forms part of the Agreement and contract documents.

WITNESS:

Signature of the Tenderer with seal

GENERAL DIRECTIONS TO TENDERERS

1. The tenderer is required to examine carefully - the form of tender showing Technical Specification, nature of work, indicative drawings and the Articles of Agreement before pricing the quantities.
2. Tenderers are to sign the form of the Tender, giving exact specification of the articles, the contents and the service of the articles and the schedules of rates. All tenders, not so signed, shall be rejected.
3. No sub-letting and sub-contracting in any form is allowed.
4. The quantities set out in the tender form are only approximate. However service details, Technical Specifications etc, are to be submitted along with the tender.
5. Any alterations in the tender document by the tenderer the tender will be to be rejected. No subsequent correspondence regarding price will be entertained, once the tender is opened.
6. A high standard of workmanship is required. Payment will be made only after entire satisfaction of the authority.
7. As this Institute is an autonomous body of the Ministry of Tourism, Govt. of India, discount applicable should be shown separately.
8. Your rates should be valid at least for a minimum period of Three months.
9. You may contact representatives authorized by the Principal, IHMCT & AN, Bangalore for any Technical clarifications.
10. Your bill in triplicate should be submitted along with copies of necessary duties/taxes paid, for making payment.
11. Any conditional tenders will not be accepted.
12. No advance payment will be made.
13. The Institute reserves the right to disqualify the complete tender if overwriting or erasing is found in the rate column. Each page must be stamped and signed.
14. All tenderers must disclose the names of their partners, if any. Any tenderer failing to do so will render him liable to have his security deposit forfeited and contract, entered into, cancelled at any time during its completion.

15. All tender quotations should, besides the specifications already stated in the Tender Form very clearly specify the articles in respect of contents, gauge, brand, quality, quantity, size, gross weight, net weight and any other additional specification, wherever applicable to such items.
16. In the event of the tender being accepted, the contract must be signed by all the members of the firm after depositing a suitable amount required by the Institute as security deposit. This security deposit is for the due performance of all conditions of the contract, such as quality, quantity and service etc. The security deposit of a tenderer will be forfeited in the event of unsatisfactory performance of the contract.
17. The Institute does not bind itself to accept the lowest or any tender.
18. It is distinctly understood that the tenderer will be strictly required to confirm to the conditions of this contract and any pleas will not on any account be admitted as an excuse on their part for infringement of any of the condition.
19. All disputes shall be subject to the jurisdiction of the Courts in the City of Bangalore, Karnataka, India.
20. Successful tenderer or tenderers shall supply articles in such quantities and as per specifications and quality demanded as any ordered on him or them from time to time. The quantities mentioned in the schedule are only indicative of the estimated requirements of the Institute, and the Institute does not bind itself to purchase/to complete any or all the quantities indicated therein.
21. If any article is not available or the Tenderer does not want to quote for it, clear remarks to this effect must be made against such articles.
22. Tenderers are requested to fill in the tender carefully after noting the size by numbers etc. of articles mentioned in the specifications. Workout the amount tendered for each items and total up for all the tendered items.
23. The successful tenderers will be required to deliver the articles under the terms of contract at the Institute's registered office which shall be inclusive of delivery charges, cartage, freight etc.
24. The successful tenderer while effecting deliveries against the Institute's orders, will have to send an official delivery challan mentioning in it the quantity, rates etc. Thereafter, bill should be submitted within 3 days.
25. If any time, during the continuance of this contract, the performance in whole or in part by either part of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine

restrictions, strikes, lock-outs or acts of God (hereinafter referred to as "events") provided notice of happening of any such eventuality is given by either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practical work after such event has come to an end or ceased to exist and the decision of the Secretary/Principal shall be final and conclusive have, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by a reason of any such event for a period exceeding 30 days either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the Institute shall be at liberty to take over from the tenderer at a price to be fixed by the Secretary/Principal which shall be final; all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the tenderer at the time of such termination or such portion thereof as the Institute may deem fit accepting such materials, bought out components and stores as the tenderer may with the concurrence of the Institute elect to retain.

26. The Institute also reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract with one or more tenderer(s)/supplier(s) for such quantity of such item(s) as the Secretary/Principal (whose decision shall be final) may determine and to forfeit the security deposit and terminate the contract within 21 days in the case of the unsatisfactory performance of the tenderers.

Category:

Estimated cost Rs.

Security Deposit Rs.

To be furnished after acceptance of tender
& before execution of agreement.

I/We agree to abide by above
terms and conditions

The above tender is hereby
accepted by

.....
Signature of Tenderer

.....
Principal

