

INDIAN INSTITUTE OF MANAGEMENT SHILLONG

Umsawli Campus, Umsawli, Shillong – 793018

Website: www.iimshillong.ac.in

Phone: 0364 – 2308000

Tender No: K1-1205/1/2022-ENGG/ 1974

Dated: 16/05/2023



Part - A: Technical Bid

TENDER DOCUMENT
for
Collection and Disposal of Garbage from
I. **IIM Shillong Umsawli Campus**
II. **IIM Shillong Nongthymmai Campus**

INDIAN INSTITUTE OF MANAGEMENT SHILLONG

Umsawli Campus, Umsawli, Shillong – 793018

DETAILED e-NOTICE INVITING TENDER

Online bids are invited on behalf of Director, IIM Shillong from eligible Agencies/ Firms/ Individual up to 2.00 PM on 30/03/ 2023 for “**Collection and Disposal of Garbage from i) IIM Shillong Umsawli Campus and ii) IIM Shillong Nongthymmai Campus**”

NIT No	K1-1205/1/2022-ENGG/ 1974
Name and Location of Work	“ Collection and Disposal of Garbage from i) IIM Shillong Umsawli Campus and ii) IIM Shillong Nongthymmai Campus ”
Tender Value	Rs.5,90,000/-
EMD (Ernest Money Deposit)	Rs 6000.00 (Rupees Six Thousand) only https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=unPpDMmNMgyLM9LLfrXUhXoSTjyLVw6DxTjCWVtMbdUcKbkE3r0UFDBoBO0UevbqLnxYaj8BFVKZiHHWdOf2RnlyVkgI8RfCRhZD92SWX3%2fZr1Puf1wa6%2bBdxcqMVocltYvs9YDL3AvQmdlj9EZCKUw6k0P%2brEf2WQSMh5rVJ4CnGQvUpB%2bhqyGUvjPizAeVYpznzNQ3zPec%3d
Time Period	12 Months
Bid Document Downloading Start Date:	16/05/2023 from 09:00 AM
Last date & time of submission of online bid through CPPP portal (www.eprocure.gov.in):	30/05/2023 at 02:00 PM
Last date & time of Receipt of EMD:	30/05/2023 at 02:00 PM
Pre-bid Meeting and Time	23/05/2023 at 03:00 PM
Tender Queries should reach by	Latest by 22.05.2023 till 05:00 PM Tender queries received later than the date and time as mentioned above shall not be entertained. Pre-Bid queries should only be emailed to sm@iimshillong.ac.in and spo@iimshillong.ac.in
Date & Time of opening of Technical Bid:	31/05/2023 at 02:00 PM
Date & Time of opening of Financial/ Price Bid:	To be declared after successful evaluation of technical bid documents.

Chief Administrative Officer
IIM Shillong

INDIAN INSTITUTE OF MANAGEMENT SHILLONG

Umsawli Campus, Umsawli, Shillong – 793018

SECTION 1:

1.0 INSTRUCTIONS TO BIDDERS

1.1 GENERAL:-

- 1.1.1 The present tender is being invited for, “**Collection and Disposal of Garbage from i) IIM Shillong Umsawli Campus and ii) IIM Shillong Nongthymmai Campus**”
- 1.1.2 The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 1.1.3 Information and instructions for bidders posted on website shall form part of bid document.
- 1.1.4 The bid document and other necessary documents can be seen and downloaded from the website www.eprocure.gov.in. (CPPP website)
- 1.1.5 Tenders without cost of tenders and EMD will be summarily rejected. Tenders without any of the specified documents shall be rejected and financial bids will not be opened.
- 1.1.6 Joint ventures not allowed.
- 1.1.7 All mandatory documents mentioned in the tender should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids. Intending bidders are eligible to submit the bid provided they have definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactory completed similar works of magnitude as specified.
- 1.1.8 The Bidders should have worked in liaison with local authorities including obtaining all necessary permission to carry out the works.
- 1.1.9 The contractor should have valid GST Certificate, labour license and should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the above documents should be valid on the original date of submission of bids.
- 1.1.10 Bidder should submit an undertaking incase GST is not applicable to them.
- 1.1.11 The bidder should submit an undertaking that they have not been blacklisted from any Govt. of India/State Govt. department/Govt PSU's etc. Blacklisted bidder will not be allowed to bid.
- 1.1.12 Tenders containing proposal for any alteration in the work, or which contain any other condition including conditional rebates, will be summarily rejected.
- 1.1.13 IIM Shillong reserves the right to accept or reject any or all of the tenders without assigning any reason thereof. IIM Shillong does not bound itself to accept the lowest offer/bidder.
- 1.1.14 In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such tender is liable to be rejected.
- 1.1.15 Tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of the Tender.
- 1.1.16 If any tenderer withdraws his tender before the said period or issue of acceptance whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then IIM Shillong, shall without prejudice to any other right or remedy, be at liberty to forfeit 50 % of the said earnest money.
- 1.1.17 On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Engineer in Charge shall be communicated in writing to the Engineer in Charge.
- 1.1.18 The Contractor shall give a list of IIM Shillong employees related to him.
- 1.1.19 The successful contractor on acceptance of his tender shall within 14 days from the stipulated date of start of the work, sign the agreement.

- 1.1.20 Child Labour is strictly prohibited.
- 1.1.21 The contractor shall abide by the restrictions imposed by the security wing of the Institute on the working and on movement of labour, materials etc. and nothing extra shall be payable on this account. The contractor shall arrange for necessary photo identity passes for the labour for entry into the campus. Advance action for obtaining such passes shall be taken by the contractor and no claim on this account shall be entrained.
- 1.1.22 Movement of labour should be restricted to the areas where work is carried out. Workers should be made to confine themselves to the work areas and should not wander into the nearby areas / buildings/forest.
- 1.1.23 The work should be executed during day time only. If the work is required to be carried out in the night, necessary permission of the Engineer-in-charge shall be obtained. Contractor will make his own arrangement for lighting the area and no extra amount for carrying out the work during night is payable.
- 1.1.24 Tenderers shall inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site and the amount of garbage whether he inspects it or not. Submission of a tender implies that the tenderer has read the complete contract documents and is aware of the conditions, specification of the work to be done and of the local conditions and other factors having a bearing on the execution of work. Any claim either for extra amount or for additional time for execution due to ignorance about the site and working condition is not payable.
- 1.1.25 All documents forming the contract shall be taken as mutually explanatory of one another.
- 1.1.26 If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer-in-charge shall be the deciding authority with regard to the interpretation of the documents and his decision shall be final and binding on the contractor.
- 1.1.27 Any error in description, quantity or rate in schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract. All such variations, errors additions, substitutions etc shall be decided as per the terms of the contract
- 1.1.28 The contractor shall comply with all legal orders and directions of the local or public authority or municipality and abide by them.
- 1.1.29 Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tenders of the contractors who resort to canvassing will be liable to rejection.
- 1.1.30 IIM Shillong reserves the right to accept part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 1.1.31 The period of the contract is for 1 (one) year starting from the date of issue of work order.
- 1.1.32 The Contractor should dump the garbage in Government approved landfill only and the contractor shall be responsible for obtaining permission on their own risk and cost from the Municipal authorities for dumping of the garbage.
- 1.1.33 The contractor shall obtain necessary gate pass to take up the garbage bin to outside campus subject to checking in the gates by Security Personnel.
- 1.1.34 Adequate safety measures should be taken while driving the vehicle inside IIM Shillong Campus.
- 1.1.35 The contractor should remove the garbage on daily basis.
- 1.1.36 While transporting the garbage along the road, spillage of material should be avoided, if any spillage occurs the same should be got cleaned immediately and it is advised to cover the bin with nylon net.
- 1.1.37 No vegetation inside the campus should be damaged.
- 1.1.38 All labour should be dressed properly attending to work wearing dhoties, lungies, pygamas should be avoided.
- 1.1.39 The workman shall wear suitable protection devices like mask, gloves, shoes etc.
- 1.1.40 The bid document and other necessary documents can be seen and downloaded from the website www.eprocure.gov.in.

1.1.41 Tender validity

- 1.1.41.1 Tender shall remain valid for acceptance for a period of **90 days** from the date of opening of the tender. The tenderer shall not be entitled during the said period to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tenderer revoking or cancelling his tender or varying any term in regard thereof, the Owner will forfeit the earnest money paid by him along with the tender. Tender shall be revalidated for extended period as required by owner in writing.

1.1.42 Tender submission

- 1.1.42.1 Tenderers must upload their documents by the time and date mentioned in the e-Notice Inviting Tender in the CPPP portal (www.eprocure.gov.in). The Institute takes no responsibility for any delay, loss or non-receipt of tender documents. Tenders received after the time and date fixed for receipt of tenders shall be rejected. Tenderer may go through the given special instruction (*Section 9, sub 9.1-9.3*) before participation in e-Tendering.
- 1.1.42.2 The tender and all details submitted subsequent to the tender shall be signed by any one, legally authorised to enter into commitment on behalf of the tenderer. Tenderer shall submit power of attorney in favour of the person who is authorised to enter into commitments on behalf of the tenderer. IIM Shillong will not be bound by any power of attorney granted by the tenderer or changes in the constitution of the firm made subsequent to submission of the tender or the award of the contract. The owner may, however, recognize any such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the tenderer.
- 1.1.42.3 The cancellation of any document such as power of attorney, partnership deed etc. should be communicated by the tenderer to the owner in writing well in time, failing which it shall have no responsibility or liability for any action taken by it on the strength of the said documents.
- 1.1.42.4 Should the tenderer have a relative or relatives or in the case of a firm or a company, one or more of its shareholders or a relative or relatives of the shareholder(s) employed in a superior capacity in IIM,SHILLONG, the authority inviting tenders shall be informed of the fact at the time of submission of the tender, failing which the tender may be disqualified or, if such fact subsequently comes to light, the owner reserves the right to take any other action as it deems fit in accordance with any applicable law, rules, regulations or the like in force for the time being.

1.1.43 Arrangement of tender

- 1.1.43.1 The tender shall be neatly arranged, and typewritten on white paper with consecutively numbered pages. They should not contain any terms and conditions printed or otherwise, which are not applicable to the tender. Insertions, postscripts and corrections shall not be recognized unless confirmed by the tenderer's signature.

1.1.44 Tenderer's responsibility for quotation

- 1.1.44.1 Although the details presented in this tender document consisting of conditions of contract, scope of work have been compiled with all reasonable cares, it is the tenderer's responsibility to ensure that the information provided are adequate and clearly understood.
- 1.1.44.2 The contractor shall be deemed to have inspected and examined the site of work and the surroundings and information available in connection therewith and to have satisfied himself before submitting his tender as to all the prevailing conditions and deemed to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or effect his tender. Tenderer's quotation is the responsibility of tenderer and no relief or consideration can be given for errors and omissions.

1.1.45 **Clarifications requested by tenderer**

1.1.45.1 Tenderer may request clarification at any time up to 22/05/2023 at 05:00 PM. Such clarification requests should only be emailed to sm@iimshillong.ac.in and spo@iimshillong.ac.in

1.1.46 **Tender clarifications/ amendments by owner**

1.1.46.1 Owner may issue clarifications/ amendments in the form of addendum/ corrigendum during the tendering period (date of issue to date of receipt of tender) and may also issue amendments subsequent to receiving the tenders. For the addendum/ corrigendum issued during the tendering period, tenderer shall confirm their impact, in the tender. For clarifications issued by owner subsequent to receiving the tenders, the tenderer shall confirm receipt and for any impact on the quoted prices, the tenderer shall follow the instructions issued along with addendum/ corrigendum. All corrigendum/Addendum will be uploaded in the Institute website and CPPP and no Newspaper advertisement will be issued for corrigendum and addendum.

1.1.46.2 Tenderer shall examine the tender documents thoroughly and submit to the owner. any apparent conflict, discrepancy or error in schedule of items and any other conditions. The Owner will issue appropriate clarification or amendment. Any failure by tenderer to comply with the aforesaid shall not excuse the tenderer, if subsequently awarded the contract, from performing the services in accordance with the agreement.

1.1.46.3 Techno-commercial discussion with the tenderers shall held on the date and time mentioned in clause 1.1.46.1. The tenderer shall depute his representative(s) for attending the discussion. The representative(s) attending the discussion shall produce authorization from his organization.

1.1.47 **Scope of work**

1.1.47.1 The complete scope of work has been defined at **ANNEXURE A** of the tender document. Only those tenderers who undertake total responsibility for the complete scope of work in line with basic scheme and scope as defined in the tender document shall be considered.

1.1.48 **Deviations in terms and condition**

1.1.48.1 Tenderers are required to submit offers strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations /exceptions. **Conditional tenders are liable to be rejected.**

1.1.49 **Confidentiality of documents**

1.1.49.1 Tenderer shall treat tender documents and contents therein as private and confidential. If, at any time during the tender preparation period, tenderer decides not to submit the tender, all documents must be immediately returned.

1.1.50. **Owner's right**

1.1.50.1 IIM Shillong reserves the right to accept a tender other than the lowest and to accept or reject any tender in whole or in part, or to reject all tenders with or without notice or reasons. Such decisions by the Director will bear no liability whatsoever consequent upon such decisions.

1.1.50.2 IIM Shillong may allot the work in whole or in parts at its own discretion. The quoted rates shall remain valid for such division. Such decisions by IIM Shillong will bear no liability whatsoever to tenderer's consequent upon such decisions.

1.1.51 **Applicable language**

1.1.51.1 The tenders and all correspondences incidental to and concerning this tender shall be in the English language. For document submitted in any other language, an English Translation shall also be submitted

1.1.52 **Caution and disclaimer**

1.1.52.1 Tenderer shall be responsible for obtaining and verifying all necessary data and information

1.1.53 **Earnest money**

1.1.53.1 The tender is to be accompanied by earnest money (interest free) for the amount indicated in NIT and to be paid via Payment link Online (mentioned above).

1.1.53.2 The intending bidder registered with the competent government authorities as a Micro Small & Medium Enterprises under MSME Scheme shall be exempted from payment of cost of tender document and EMD as per the existing government policies. Such intending bidder shall furnish valid registration certificate issued by the competent government authorities and the registration certificate must cover the item/work tendered. If the bidder fails to submit registration certificate his claim for cost of tender document/EMD exemptions shall not be entertained.

1.1.53.3 If the tenderer, after submitting his tender, revokes his offer or modifies the terms and conditions thereof during the validity of his offer except where the owner has given opportunity to do so, the earnest money shall be liable to be forfeited.

1.1.53.4 Tenders not accompanied by earnest money and cost of tender shall be rejected.

1.1.53.5 Cost of tender is Non-Refundable

1.1.53.6 Should an 'Invitation to Tender' be withdrawn or cancelled by the owner, which it shall have the right to do at any time, the earnest money paid with the tender will be returned to tenderers without any interest.

1.1.54 **Earnest money refund order**

1.1.54.1 Earnest Money to unsuccessful tenderers shall be returned directly by owner without any interest. The EMD of successful bidders will be returned after depositing / received of Performance Guarantee

1.1.55 **Contract**

1.1.55.1 The tenderer, whose tender owner has accepted shall enter into formal agreement with IIM Shillong as per terms of these tender documents.

1.1.55.2 The entire work covered in the tender document shall be treated as works contract. Tenderer should quote for the work accordingly. The quoted rates bid value whichever the case shall be firm and should include all taxes, royalties, or any other applicable duties, freight etc. in the state whatsoever from time to time

1.1.56 **Technical and priced Bid**

1.1.56.1 Technical Bid Requirements:

1.1.56.1.1 Firms intending to participate in the Tender (hereafter called bidders) should first ensure that they fulfill all the eligible criteria as prescribed in the tender. The Technical Bid consist of the following documents:

1. Cost of Tender (as per instruction given in the Notice inviting e-Tender)
2. Earnest Money Deposit and its details (as per instruction given in the e-Notice Inviting Tender)
3. Email Receipt for Deposition of Cost of Tender and EMD.
4. Valid GST registration certificate.
5. Valid Trading licenses for the Non-Tribal Contractor.
6. Labour License.
7. PAN Card
8. ANNEXURE A,B,C,D,E (duly signed).
9. Any other relevant documents, tenderer desires to submit.

1.1.56.1.2 It is important that tenderer clearly demonstrates his ability, giving to owner a high level of confidence that the tenderer will be able to perform the works within the schedule and meeting the other requirements listed in the tender document. Failure to do so may result in disqualification of the tender.

1.1.56.1.3 Priced bid of only those bidders whose Technical bid tenders are found suitable shall be opened. As a minimum, the following shall be covered.

1.1.57 RATES

1.1.57.1 The rates quoted shall be inclusive of GST or any other taxes as applicable from time to time. GST as applicable will be deducted from each monthly bills.

1.1.57.2 No additional payment will be made for any form

1.1.57.3 In case of item rate tender, all rates set forth in tenderer's quotation, shall be in Indian Rupees.

1.1.57.4 In case of item rate tender, the rate should be written both in figures and words. In case of difference between the two, the lower of the two shall be considered.

1.1.57.5 If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct.

1.1.57.6 The rates shall be quoted for Collection and disposal of garbage from the premises of IIM Shillong on monthly basis which will include man power, essential equipment's, vehicles for transportation of Garbage from IIM Shillong to designated area of Government of Meghalaya for dumping of garbage, fee and taxes to be paid to the concerned authorities (In BOQ Annexure IV)

1.1.57.7 The rate once quoted should be firm and fix.

1.1.57.8 No Enhancement of rates will be accepted during the contract period.

1.1.57.9 Conditional Bids/offers will be summarily rejected

1.1.57.10 For all clarifications regarding site conditions, items of works or any other related matters to the tender, Executive Engineer, IIM may be contacted during office hours on all working days.

1.1.57.11 In case, the day of opening of the tender happens to be a holiday on account of Govt. notification and tender cannot be opened; the tender shall be opened on the next working day at the same time.

1.1.57.12 At any time prior to the date of submission of bid, IIM Shillong may for any reason, alter the bidding document by an amendment and the same will be notified in CPPP portal. The amendment will be binding to the participating bidder and will be part of the bid documents.

1.1.58 VISIT TO IIM SHILLONG CAMPUS at Umsawli Campus and Nongthymmai Campus

1.1.58.1 The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has visited and is aware of the operational conditions prior to the submission of the tender.

1.1.59 The bid submitted shall also become invalid if-

1.1.59.1 The bidder doesn't deposit original EMD and Cost of Tender to the Institute on or before the last date and time of online submission of the tender document.

- 1.1.59.2 The bidder doesn't upload all the relevant testimonials as mentioned in the tender document.
- 1.1.59.3 The Tenderer will be required to produce the original copies of the eligibility criteria documents along with other document mentioned in the tender whenever needed at the various stages of tendering. If any discrepancy is noticed in the uploaded documents with reference to the original documents, the bid will be treated as invalid.
- 1.1.59.4 Mere fulfillment of conditions of tender does not automatically mean the tenderer is considered qualified for opening of the financial bid. The acceptance of tender will rest with the authority of IIM, Shillong who does not bind itself to accept the lowest tender and reserves itself the right to reject any or all of the tenders received without assigning any reason thereof. The work may be allotted in part or whole at the discretion of competent authority of the Institute.

1.1.60 Submission of Bid and Pre-Bid Meeting

- 1.1.60.1 All bids are to be submitted online, Physical submission will not be accepted.
- 1.1.60.1 Pre-Bid meeting: Pre-Bid meeting will be held on 23/05/2023 at 03:00 PM in the Meeting Room of the Institute. The Institute is not liable to reply any pre-bid queries received after the date and time of the pre-bid meeting mentioned in this tender.

SECTION 2

2.0 INSTRUCTION ON SUBMISSION OF BIDS:

2.1 The tender document shall be uploaded in **scanned** copies in two parts as follows:

2.1.1 PART-A: This stage shall contain the Techno-Commercial Bids along with list of the documents mentioned in detailed e-Notice Inviting Tender (as per given list in page no. 10 & 24), QUANTITIES and any other matter etc. the tenderer wish to submit duly signed with official seal. This shall be treated as, "**TECHNICAL BID**"

2.1.2 PART-B: This stage shall contain the Price Bids comprising of the **Value** which needs to be duly filled online only in the given BOQ template (**BOQ.xls**). No other paper other than the online form specified & contained in this package shall be accepted. This shall be treated as, "**PRICE BID**".

2.1.3 Part-A and Part B tenders shall be opened on the date and time as mentioned in the tender notice. The price bids (Part-B) of only of those tenderers whose techno-commercial bids (Part-A) are found acceptable shall be opened.

2.2 The technical bids will be opened online by an authorized personnel of the institute at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD/ Cost of Tender etc. uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on www.eprocure.gov.in in which can be seen by all bidders who participated the tender.

2.3 The bidder should download the **BOQ.xls** from CPP portal and fill in the blank spaces provided for mentioning the name of bidder and bid value. The bidder need **not** to modify any other text or background shown in the BOQ template. IIM/ CPP portal (www.eprocure.gov.in) will accept the given BOQ template only and hence the rate should not be quoted in any other places except the BOQ template.

2.4 Tenderer may go through the given special instruction (Section 9, sub 9.1-9.3) before participation in e-Tendering.

2.5 The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidder will be opened online by an authorised personnel of the institute and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

2.6 FORM OF BID

2.6.1 The form of bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the bidder.

2.7. DURATION OF CONTRACT:-

2.7.1 The contract may be **initially for One year** and IIM Shillong reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as it deem fit or as per requirements.

2.8 BID SECURITY:

2.8.1 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs 6000/-** only (Rupees Six Thousand) through Payment link Online.

2.8.2 Any Tender not accompanied by EMD shall be rejected

2.8.3 EMD of the unsuccessful bidders will be returned after finalization of contract.

2.8.4 BID security of the successful bidder shall be returned on receipt of Performance Security/Guarantee in the IIM Shillong and after signing the contract agreement

2.8.5 EMD shall be forfeited if the bidders withdraw his bid during the period of Tender validity

2.8.6 EMD shall be forfeited if the successful bidder refuses or neglect to execute the contract within time frame specified by IIM Shillong.

2.9 DETERMINATION OF THE SUCCESSFUL BIDDER

2.9.1 The lowest bidder in the financial bid will be the successful bidder (L1) out of those bidders who are technically qualified.

2.9.2 If there is a discrepancy between words and figures, the lowest among the two shall prevail

2.10 AWARD OF CONTRACT:-

2.10.1 IIM Shillong, will award the contract to the lowest bidder and after evaluation of bid.

2.10.2 The successful bidder will be required to execute an agreement after submitting of the Performance guarantee/ security and shall be within a period of 15 days from the date of issue of Letter of Award of work.

2.10.3 The **work will be awarded to the L-1**. In case the discrepancy in the rates were found in financial bid in writing the rates in numeric form and in words, the rates quoted in words will be considered final while deciding the L -1. In the case in Financial Bid if the quoted rates of more than one agency will be found same as L-1, then the work will be awarded to the agency as per following preferences:

- a) Having maximum annual turn over
- b) Having more experience of providing the services

2.11 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 2.11.1 The successful bidder within fifteen days of the acceptance of the LoA of work shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, @ 5% of the quoted amount and the Bank Guarantee shall be valid for the period of 1 year (12 Months).
- 2.11.2 The Bank Guarantee can be forfeited by order of the competent authority of the Indian Institute of Management Shillong in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by Indian Institute of Management Shillong sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 2.11.2.1 If the contractor is called upon by the competent authority of Indian Institute of Management, Shillong to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and Indian Institute of Management, Shillong shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 2.11.2.2 On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

2.12 NOTICE TO PROCEED

- 2.12.1 After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide manpower in the Office at the specified locations.

2.13 SIGNING OF CONTRACT AGREEMENT

- 2.13.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 2.13.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 2.13.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within 02 (two) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 2.13.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

2.14 COMMENCEMENT OF SERVICES

2.14.1 The Contract shall become legally binding and in force only upon:

2.14.1.1 Submission of Performance Bank Guarantee.

2.14.1.2 The Contractor shall commence manpower services in Client's premises within 30 days from the date of receipt of **Notice to Proceed**.

SECTION 3

3.0 TERMINATION

- 3.1 This Contract may be terminated forthwith by either party by giving one month written notice to the other if:
- 3.1.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 3.2 The Contract may be terminated forthwith by the Client by giving 30 days written notice to the Contractor, if:
- 3.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and en cashed.
- 3.2.2 The Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 3.2.3 The Contractor goes bankrupt and becomes insolvent.
- 3.2.4 The Institute does not require the service of the contractor any longer.

SECTION 4

4.0 DISCLAIMER

- 4.1 The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:
- 4.1.2 Members of a Hindu Undivided Family.
- 4.1.3 Their husband or wife.
- 4.1.4 The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

SECTION 5

5.0 INSOLVENCY

5.1 The competent authority of the Indian Institute of Management, Shillong may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say: If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

5.1.1 If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

5.1.2 If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

SECTION 6

6.0 TERMS & CONDITIONS:-

6.1 IIM Shillong hereby covenant with the Contractor as follows:

6.1.1 The contractor, his servants and agents shall be entitled to use only those areas of the premises which will be required for collection and disposal of garbage.

6.1.2 The contractor performing the agreement herein contained and on his part to be performed shall and may peacefully use the limited area of premises for purpose of collection and disposal of garbage.

6.1.3(a) The Contractor shall not, unless with the written consent of the IIM Shillong create a sub-contract of any description with regard to this contract or any part thereof nor shall he without such written consent as aforesaid, assign or transfer his contract or any part thereof.

6.1.3(b) The Contractor shall use the premises only for the purpose indicated in this Agreement and not for any other purposes whatsoever.

6.2.1(a) The Contractor shall indemnify IIM Shillong from/against any claims made or damages suffered by IIM Shillong by reason of any default on the part of the Contractor in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.

- 6.2.2(b) IIM Shillong shall not be held responsible in any way for loss or damage by any means causes to the Contractor's stock or property.
- 6.3.1 (a) The Contractor shall comply with the requirements of all standard health clauses issued by the Central/ State Government from time to time.
- 6.3.2 (b) All the instructions given by IIM Shillong in the maintenance of public health of the premises of IIM Shillong including sanitation control, prevention of infectious diseases, shall be carried out by them and his agent and servants.
- 6.4 The Contractor his agents and servants shall not without consent of IIM Shillong, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building.
- 6.5 The Contractor, his agents and servants shall not abuse the water sources, and drainage facilities in the premises so as to create a nuisance or unsanitary situation prejudicial to public health.
- 6.6 Contractor shall not damage any part of IIM Shillong premises and in the event of any damage being caused to the same intentionally or otherwise, by the Contractor, or his employees, IIM Shillong shall be entitled to repair the damage at the expense of the contractor and shall be deducted from his bill till the cost incurred for repairing is recovered or the contractor may repair the same at his own expenses.
- 6.7 The Contractor should agree to provide necessary training to his engaged employees for safe handling and loading of garbage on the vehicle from collected area.
- 6.8 The Contractor will, during the continuance of this contract insured against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with the insurance company.
- 6.9 In the case of such breach of the terms of this contract as minor offences and complaints coming to its notice for which in the opinion of this Agreement need not be terminated, IIM Shillong may at its discretion recovery of compensation from the Contractor up to the limit of the security deposit of the Contractor. The decision of IIM Shillong in this respect will be final and binding on the contractor.
- 6.10 IIM Shillong do not recognize any Association of the Traders and in case any negotiation/ bargain necessary with regard to the clarification of the terms & conditions of the Contract or modification thereof such negotiations should be sought by the Contractor alone and no collective representation/bargaining will be entertained.
- 6.11 On expiry of the contract period or on termination of the contract by IIM Shillong on account of any breach on the part of the Contractor, the Contractor shall remove his/their goods and other materials from the premises immediately, failing which IIM Shillong reserve its right to remove such goods/materials at the cost & risk of the contractor. In case the contractor fails to remove any goods/ materials, IIM Shillong shall be at liberty to dispose off the goods / materials of the Contractor by public auction. The Contractor shall not be entitled to raise any objection in such an eventuality.
- 6.12 The Garbage will be collected from various areas of campus (as per locations at Annexure A). However, the place may be changed as per discretion of IIM Shillong.
- 6.13 The contractor will be required to provide the services of loading of collected garbage on the truck/tractor trolley, transport it to the area designated for dumping of garbage by the authorities of Shillong Municipal Board/Local Authorities.**

- 6.14 All materials equipment's, tools including disinfectants, trucks, etc., required for the above contract shall be arranged by the Contractor at his own cost.
- 6.15 The Contractor shall sprinkle disinfectant at the garbage collection points after picking up the garbage.
- 6.16 The bidder shall have to possess a valid contract from the Municipal Authorities etc (if necessary) for collecting /dumping of the garbage in the designated locations.
- 6.17 The garbage shall be disposed of, maintaining all safety precautions as per protocol of the State Government, Pollution Control Board & any Local Authorities at the Government authorized garbage dumping yard at the cost of the contractor. The sole responsibility for this lies with the contractor.**
- 6.18 Garbage shall be collected as prescribed by Govt. / other environmental regulatory agencies and shall be moved out of the campus in one go only, subject to Security check etc.
- 6.19 If any hazardous or chemically deteriorating material is observed by IIM Shillong, the same shall be handled by the Garbage agency with care and disposed off under the strict supervision of state police wherever required.
- 6.20 IIM Shillong has the right to check, search, examine the persons and the belongings of the employees/ representatives and agents of the Contractor while entering/ leaving the premises.
- 6.21 The Garbage collection point shall be kept clear of any dumps or spill outs.
- 6.22 IIM Shillong does not guarantee the quantity of garbage and the entire garbage is to be removed on as-is where-is basis on daily basis.
- 6.23 The contractor shall not carry out any sort of garbage in the operational area or in the premises of IIM Shillong.
- 6.24 Frequency of disposal of garbage will be on a daily basis from different locations as specified at ANNEXURE A. IIM Shillong may ask for increasing the frequency as per discretion/requirement.
- 6.25 Use of alcoholic drinks, chewing of tobacco or gutkha and smoking is strictly prohibited by all employees and persons within the premises of IIM Shillong.
- 6.26 The Contractor will adhere to prevailing rules related with Labor Act, Bio medical waste management & handling rules, rules related with transportation and dumping of the garbage and other rules and regulation applicable in providing the services for disposal of garbage.
- 6.27 Any person who is in Government Service should not be made a partner to the contract by the contractor directly or indirectly in any manner whatsoever.
- 6.28 The list of staff and registration number of the vehicles going to be engaged shall be made available to IIM Shillong and if any change is required the fresh list shall be made available by the agency after each and every change.
- 6.29 The antecedents of staff deployed shall be got verified by the contractor from local police authority.
- 6.30 The contractor will have to maintain a register regarding services rendered by him. This will be countersigned by the authorized official of IIM Shillong. While raising the bill, the copy of the relevant pages of this register having the signature of contractor/worker and

counter sign by the authorized official of IIM Shillong has to be submitted along with bill for the purpose of verification.

- 6.31 All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 6.32 That in the event of any loss occasioned to IIM Shillong, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by IIM Shillong, the said loss can claim from the contractor up to the value of the loss. The decision of the IIM Shillong will be final and binding on the agency.

6.33 WORKING HOURS:-

- 6.33.1 All the work related with disposal of garbage has to be performed during working hours. The loading of garbage have to be done in presence authorized representative of IIM Shillong.

6.34 PAYMENT:-

- 6.34.1 The payment will be made in the second week of next month for services rendered by agency in previous month subject to submission of bills and after getting satisfactory report from the concerned authorities regarding services rendered.
- 6.34.1 In case the agency fails to submit tax exemption certificate, the amount as applicable will be deducted from their bills.

6.35 PENALTY:-

- 6.35.1 If the successful tenderer fails to remove the garbage within a day, a penalty of Rs 3000/- per day will be imposed and deduction will take place from subsequent claim without assigning any reason thereof.
- 6.35.2 Even after the imposing the penalties if the contractor will not improve the services and will be found unsatisfactory the contract for the remaining period will be terminated and performance security will be forfeited.

6.36 DEFAULT IN THE PAYMENT: -

- 6.36.1 If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by IIM Shillong.
- 6.36.2 The contractor shall indemnify and hold IIM Shillong harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

SECTION: 7

7.1 FORCE MAJEURE:-

- 7.1.1 If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations.
- 7.1.2 The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

- 7.1.3 If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

SECTION:8

8.1 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 8.1.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Shillong and the decision of the arbitrator shall be final and binding on the parties.
- 8.1.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of Shillong High Court.

SECTION:9

9.1 Special Instructions to the Bidders for the e-submission of the bids online through the CPPP Portal <https://eprocure.gov.in/eprocure/app>

[More information regarding participation in e-Tendering can be found in the link:
<https://eprocure.gov.in/eprocure/app?page=FAQFrontEnd&service=page>]

9.2 Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/Mtnl Trust line/Safe Scrpt/TCS.

- 9.2.1 Bidder then logs into the portal giving user id / password chosen during enrollment.
- 9.2.2 The e-token that is registered should be used by the bidder and should not be misused by others.
- 9.2.3 Digital Signature Certificate (DSC) once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 9.2.4 The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 9.2.5 After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 9.2.6 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

- 9.2.7 If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9.2.8 Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 9.2.9 Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 9.2.10 The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
- 9.2.11 The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 9.2.12 There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in **75-100 DPI** so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 9.2.13 It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 9.2.14 In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
- 9.2.15 The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 9.2.16 The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- 9.2.17 At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 9.2.18 After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

- 9.2.19 Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 9.2.20 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- 9.2.21 The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the eProcurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 9.2.22 All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- 9.2.23 During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

SCOPE OF WORK

REQUIREMENT OF GARBAGE COLLECTION & DISPOSAL SERVICES AT THE TWO CAMPUSES:

- i) **IIM Shillong Umsawli Campus and**
- ii) **IIM Shillong Nongthymmai Campus**

Location for Umsawli Campus:

1. The Services shall include collection the garbage from all Apartments of the Institute located at different locations within the IIM Main Campus. i.e., Academic Building, Director's Residential, All Residential Quarters, All Hostels Blocks and Dining Hall, Male Barrack, Main Gate etc.
2. Collection of garbage from all the masonry dustbins/dumps located at various point on the Campus and in the Apartments of the Institute.
3. To remove bee hives.
4. Removal and disposal of dead animals as and when reported.
5. Removal of all types of garbage and their proper disposal outside the Institute at authorized site.
6. Removal of garbage's such as fused tube lights, sanitary fitting etc.
7. The Agency will ensure cleanliness of all dustbins and the area around it.
8. The Agency will not be allowed to dump the generated waste at any other place other than the specified place.
9. The Agency must provide heavy leather gloves for handling items like broken glass, nails etc. and light cotton gloves for handling garbage's where, minor injury is not even anticipated.
10. Any other sanitary work as assigned by Estate Officer of the Institute.

Location for Nongthymmai Campus:

1. The Services shall include collection the garbage from all Hostels Blocks and Dining Hall, Main Gate etc.
2. Collection of garbage from all the masonry dustbins/dumps located at various point on the Campus and in the Apartments of the Institute.
3. To remove bee hives.
4. Removal and disposal of dead animals as and when reported.
5. Removal of all types of garbage and their proper disposal outside the Institute at authorized site.
6. Removal of garbage's such as fused tube lights, sanitary fitting etc.
7. The Agency will ensure cleanliness of all dustbins and the area around it.
8. The Agency will not be allowed to dump the generated waste at any other place other than the specified place.
9. The Agency must provide heavy leather gloves for handling items like broken glass, nails etc. and light cotton gloves for handling garbage's where, minor injury is not even anticipated.
10. Any other sanitary work as assigned by Estate Officer of the Institute.

Signature of the tenderer

BIDDER DECLARATION

- 1.1 I/We have read and examined the e-notice inviting tender, schedules, Specifications as applicable, Conditions of contract and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work.
- 1.2 I/We hereby tender for the execution of the work specified for the Indian Institute of Management, Shillong, within the time specified and in accordance in all respects with the specifications, and in all respects in accordance with such conditions applicable.
- 1.3 I/We agree to keep the tender open for Ninety (90) days from the date of opening of tender and not to make any modifications in its terms and conditions
- 1.4 I/We agree that the EMD deposited by me/us be retained by IIM towards Security Deposit to ensure execution of all works referred to in the tender documents on the terms and conditions contained or referred to therein.
- 1.5 If I/We fail to furnish the prescribed performance guarantee as mentioned elsewhere within prescribed period, I/we agree that IIM shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
- 1.6 I/we agree that in case of forfeiture of earnest money as aforesaid, I/we shall be debarred from participating in the re-tendering process of the work.
- 1.7 If I/we fail to commence work as specified I/we agree that IIM shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely,
- 1.8 I/we hereby declare that I/we shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate the information derived therefrom to any person other than a person to whom I/we am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.
- 1.9 I/We hereby certify that the tender document uploaded is the exact copy of the document published by the IIM and no alterations and additions have been made by me / us in the tender document.

Contractor

Dated

Signature of the Tenderer

Postal Address

Witness

Signature

Name

Postal Address

Occupation

UNDERTAKING

(To be executed on Rs. 20/- Non-Judicial Stamp Paper attested by Magistrate/ Notary oath counselor)

To

(Designation and Name of the concerned Department) Name of the firm/Agency

Name of the tender

Due date:

Sir,

1. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained in the tender documents and undertake to abide by the said terms and conditions.
2. I/We shall provide **service for Collection and disposal of garbage** un-interrupted.
3. The rates quoted by me/us are valid to and binding on me/us for acceptance for the period from the date of finalization of the current tender till the whole contract period or approval/finalization of next tender.
4. I/We undersigned hereby bind myself/ourselves to IIM Shillong to provide the requisite services to IIM Shillong of during the period under contract commencing from the date of finalization to whole contract period or up to the date of finalization of next tender.
5. The services shall be of the best quality as per the requirement of the Institution. The decision of IIM Shillong, regarding to the performance of the required services shall be final and binding on me.
6. I/We hereby undertake to provide the services of garbage disposal during the validity period of tender as per directions given in work order within stipulated period positively.
7. I/we declare that **no legal/financial irregularities** are pending against the proprietor/partner of the firm and that **no criminal proceeding is** pending against me/us and that our firm **has not been black-listed** or disbanded any work in the past in/by any of the govt. organization/Public Sector/reputed private organization.
8. I/we undertake to pay GST or any other state/central tax, as applicable.
9. I/we undertake to pay any type of statutory/mandatory claims or penalties in the light of the Default with reference to the above provisions.
10. I/we undertake that the rates quoted by me/us, when approved and selected by IIM Shillong. IIM Shillong will be valid for the asked period (from finalization of current tender to finalization of next tender).

11. I undertake to provide the services within stipulated period and if I fail to provide it during the stipulated period, necessary action can be taken by IIM Shillong.
12. I/We undertake that the quoted rates are not higher than that approved rate for the same services in any other Govt. Institutions in the state of Meghalaya.
13. I/we undertake that I/we will not submit any irrelevant documents with the TENDER and in doing so I will not have any objection, if my tender is rejected on that ground.

Signature of the tenders

Affirmation

I/we pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, IIM Shillong will have full authority to take appropriate action as may be deemed fit, without assigning any reason.

Place

Signature of Bidder

Date

(Name of Bidder)

TECHNICAL BID**LIST OF MANDATORY DOCUMENTS TO BE SUBMITTED:
(FOR TECHNICAL BID EVALUATION)**

Sl. no.	Documents required	REMARKS	On page no. (compulsory)
1.	Cost of Tender (as per instruction given in the Notice Inviting e-Tender)	YES/NO:	
2.	Earnest Money Deposit and its details. (as per instruction given in the Notice Inviting e-Tender)	YES/NO:	
3.	Email Receipt for Deposition of Original EMD and Cost of Tender	YES/NO:	
4.	Valid GST registration certificate	YES/NO:	
5.	Valid Trading licenses for the Non-Tribal Contractor.	YES/NO:	
6.	Labour License	YES/NO:	
7.	PAN Card	YES/NO:	
8.	Duly filled and Signed ANNEXURE A,B, C, D, E	YES/NO	
9.	Undertaking on Stamped Paper	YES/NO:	
10.	Copy of valid contract from Municipal Authorities	YES/NO:	

Signature of the tenderer

PART – B

PRICE BID

(This is a sample for reference only, the BOQ.xls to be filled online in CPPP portal with given template only, which will be treated as PRICE BID for the Tender)

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: The Director, IIM, Shillong

Name of Work: Collection and Disposal of Garbage from IIM, Mayurbhanj Complex, Nongthymmai Shillong

Contract No: Engg(20)/358/III/A/____

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	RATE inclusive of GST and other taxes In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.01	Collection and Disposal of Garbage from IIM, Mayurbhanj Complex, Nongthymmai Shillong	1.000	Monthly		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

Note:

Above Table: A Sample of BOQ.xls for rate Tender value is placed herewith for reference purpose only.

The bidder should download the BOQ.xls from CPPP portal and fill in the blanks spaces (sky blue color) provided for mentioning the name of bidder and items rate bid values. The bidders need not to modify any other text or background shown in the BOQ template. IIMS/ CPPP portal (www.eprocure.gov.in) will accept the given BOQ template only and hence the rate should not be quoted in any other places except the BOQ template.

The Financial Bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by the competent authority and after decision of tender committee the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.