



# Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in))



## TENDER DOCUMENT

### FOR COLLECTION OF GARBAGE AT IIM KASHIPUR

**NOTICE INVITING TENDER (NIT) NO.**  
**IIMKASHIPUR/PUR DEPTT /NIT/ 16 / 2021-22 DATED 07 SEP 2021**

#### SECTION- I

The Indian Institute of Management (IIM) Kashipur, having its office at Kundeshwari, District - Udham Singh Nagar, Kashipur, Uttarakhand – 244713, is an Institute of national importance under the aegis of the Ministry of Education, Government of India set up to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

The IIM Kashipur invites bids in single bid system from reputed, experienced and financially sound agencies/companies.

#### **Brief Tender Details:**

Tender Description	Tender Fees (Rs.)	EMD Value (Rs.)	Work Completion Period
Tender for Collection of Garbage at IIM Kashipur	590/-	5,000/-	Within 60 days from the date of Work Order issued.

The tender document can be downloaded from Institute website: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in) and Central Public Procurement (CPP) portal <http://eprocure.gov.in/epublish/app> and bids are to be submitted (hard copy) at IIM Kashipur as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

#### **Critical Dates of Tender:**

Sl. No	Particulars	Date	Time
1	Date and Time of online Publication/Download of Tender	07 Sep 2021	1700hrs
2	Bid Submission start date & time	08 Sep 2021	0900hrs
3	Bid Submission close date & time	05 Oct 2021	1100hrs
5	Opening of Technical Bid	05 Oct 2021	1130hrs

#### **INSTRUCTIONS TO BIDDERS**

1. Bids in sealed cover are invited under single bid system from reputed, experienced and financially sound parties. Please super scribe the outer cover of the sealed bid as **“COLLECTION OF GARBAGE”, NIT/16 (dated 07 Sep 2021)** to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.



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2. The Financial bids of only eligible and technically qualified bidders will be taken into account, after the same has been ascertained by evaluation of the Bids by the Tender Opening Committee. Considering the urgency of the work, no requests for extending the deadline shall be considered.

3. The address, contact numbers, date of issue of document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:-

Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: <a href="http://www.iimkashipur.ac.in">www.iimkashipur.ac.in</a>
Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel	91-7088270882,7900444090 / 321
e-mail ids of contact personnel	<a href="mailto:purchase@iimkashipur.ac.in">purchase@iimkashipur.ac.in</a>
Last date and time of submission of bid	<b>05 Oct 2021 at 1100hrs</b> . Any changes of the schedule will be notified on the Institute's website.
Date and time of opening of Bid	<b>05 Oct 2021 at 1130</b> hrs onwards. Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender.

4. **Cost of Bid Document/Tender Fee:** Bidders can download bid / tender document from the website of IIM Kashipur and CPPP portal and submit the non-refundable processing fee of ₹ 500/- + GST @18% = Rs. 590/- (Rupees Five Hundred and Ninety only) in the form of Demand Draft in favour of “Indian Institute of Management, Kashipur”.

5. **Tender Value/Estimated Volume of Business** The bi-yearly total estimated cost/bid value/tender value of the NIT is approximately Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only).

6. **Issue of Tender:** The tender document can be downloaded from the Institute website - [www.iimkashipur.ac](http://www.iimkashipur.ac). In or [eprocure.gov.in](http://eprocure.gov.in). The tender cost is Rs. 590/- (non-refundable) is to be rendered through a demand draft as cited above. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

7. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e- mail will not be considered.

8. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.

9. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

10. **Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain copy of NIT document duly signed and stamped on each page along with Annexure-I of the NIT supported by demand drafts (Tender Fees and EMD) and all the documentary proofs to establish eligibility and their potential of professional readiness for the work services.



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**11. Clarification regarding contents of the NIT:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall send their query/queries at [purchase@iimkashipur.ac.in](mailto:purchase@iimkashipur.ac.in) latest by **01 Oct 2021**, any queries received beyond the above mentioned timeline shall not be entertained. IIM Kashipur response to the queries shall be uploaded on the website.

**12. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.

**13. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

**14. Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.

**15. Earnest Money Deposit (EMD):** Bidders are required to submit (EMD) of amount Rs. **5,000/- (Rupees Five Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business payable **in favour of "Indian Institute of Management, Kashipur"** payable at Kashipur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Security Deposit from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

**a. Security Deposit:** The Bidder will be required to furnish a Security Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to **Rs. 10,000/- (Rupees Ten Thousand only)** within 30 days of receipt of the confirmed order. EMD shall be release after receiving Security deposit from the successful bidder.

• The Security Deposit shall be released after the completion of the work pursuant to this Contract based on the "Completion Certificate" issued by IIM KASHIPUR stating that the Bidder has completed the work in all respects, satisfactorily. The Security Deposit, however, shall be released only after the expiry of the contract period, and after clearance of the final bill based on "No Claim Certificate" from the Bidder.

**16. Payment Terms** - Payments will be made on monthly basis through ECS/ NEFT after submission of the bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payment, bidder shall furnish a "No Claim Certificate" to IIM Kashipur.



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## SECTION – II

### Conditions of the Contract

#### **1. General Terms and Conditions:**

(a) The **work service contract is for two years**. The contract may be extended annually based on satisfactory services and subject to mutual agreement of both the parties. The rates are fixed for two years. The variation in rate after two years and thereafter shall be decided on mutual consent of both the parties. The proposed date of commencement of the Work: **01 Nov 2021**.

(b) The Contractor shall not appoint any sub-Contractor to carry out any obligations under the contract or sub- let the contract.

(c) Any one or more the following action/commission/omission are likely to cause summary rejection of tender:

i. If the EMD and / or Tender fee is not found in order or receipts are not attached with the Technical Bid.

ii. Any bid received late without conclusive proof that it was delivered before the specified closing time.

iii. Any bid received unsealed or improperly sealed

iv. Any conditional bid or bid offering rebate

v. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents

vi. Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.

(d) IIM Kashipur reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price.

(e) The successful contractor should execute a Contract on non-judicial stamp Rs. 100/-, incorporating the various terms and conditions. In the event of bidder backing out before actual award of execution of Contract, such bidder will be liable to forfeit the EMD. The decision of the Hon'ble Director of IIM Kashipur will be final in all respect and will be acceptable to all the tenderers.

(f) The IIM Kashipur reserves the right to accept / reject / select more than one Contractor and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.

**2. Non-disclosure of Contract documents:** Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.

**3. Termination of Contract:** IIM Kashipur shall have the right to terminate this Contract in part or in full in any of the following cases:-

(i) The agreement may be terminated in whole or in part, by either party in the event of a material breach by a party that is not cured within thirty (30) days of notice from the non-breaching party.

(ii) This Agreement may be terminated in whole or in part, by a Party for convenience, on ninety (90)



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days prior written notice to the other Party.

(iii) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.

4. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

5. **Non-Solicitation:** During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who relate to the services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

6. **Notices:** All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof ) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.

7. **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Kashipur's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

8. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public



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knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.

9. **Indemnity:** The Contractor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/ commission/ omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.

10. **Arbitration:** In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Kashipur alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Kashipur, Uttarakhand and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.

## **SECTION- III**

### **SCOPE OF WORK**

(a) IIM Kashipur is proposing to enter into a rate contract by selecting a service operator (vendor/ supplier/franchise/firm/proprietor/service providers) capable of rendering the proposed services of collection and transportation of solid waste (garbage) from the mess and other areas at IIM Kashipur Kundeshwari campus. The selected operator shall undertake services for collection and transportation (twice in a week) of solid waste (garbage) from IIM Kashipur Kundeshwari campus on bi-weekly basis at his own arrangements within the legitimate norms in vogue. Presently, the solid waste (garbage) weight around 150–200 Kg per day (approx.) which may vary from time to time.

(b) The firm/proprietor/service provider is to quote the monthly charges inclusive of taxes for such services in prescribed format (Financial Bid) given at Annexure-I.

(c) The successful firm/bidder is to coordinate with the user department of IIM Kashipur for weighing the solid waste to ensure correctness of the tipping weighing receipt.

(d) The quotations shall not include any conditions whatsoever. In case, conditions are included in the quotation the same may not be taken into consideration. The quotation in such cases is liable to be rejected.

(e) IIM Kashipur assumes that the selected operator undertakes the design, engineering, financing, operations and maintenance of the entire project/infra for collection and transportation of solid waste for



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awarded tenure at his own risk and cost. The contractor shall be responsible for smooth and satisfactory rendering of the services. It shall be obligatory on the part of the contractor to carry out all the necessary arrangements for execution of such services and he shall be solely responsible for the staff and machinery deployed by him.

(f) If due to any reason, the operator is not able to do the work, the same shall be undertaken by hiring other firm in the open market at the risk & cost of the contractor and the expenditure incurred thereon shall be recovered from the contractor. This may even entail the termination of the contract and forfeiture of the performance security.

(g) The contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as per prevailing labour/wage laws in force in Kashipur and IIM Kashipur shall not be a party to any dispute between the contractor and workers.

(h) The damage caused, if, any, either to Institute's property or to any other property of the Government through negligence of the contractor or otherwise, shall be at the risk, cost and responsibility of the contractor. The financial or any other loss suffered by the Government on this account shall be made good by the contractor and decision of the IIM Kashipur in this context shall be binding on the contractor.

(i) No extra payment/compensation whatsoever on account of damages to contractor/contractor's representative due to natural calamity/accident or otherwise will be made to him except the offered rates permitted under the contract.

(j) **Penalty Clause:** The delay/absence/non-compliance/ irregularities in services by the selected operator will invite a penalty as follows:

- (i) Un-authorize absence of two continuous weeks- Rs. 500/-
- (ii) Un-authorize absence between 2 to 4 continuous weeks - Rs 2000/-
- (iii) Un-authorize absence more than 4 weeks – Amount of monthly bill/rates.

Un-authorize absence of more than 4 continuous weeks may also invite termination of contract and forfeiture of Performance Security along with blacklisting of the firm/proprietor.

## SECTION – IV

### Technical / Eligibility Criteria of the Bidders

#### 1. Eligibility Criteria

(a) The agency should have valid GST registration (documentary evidence to besubmitted).

(b) Average Turn over in last 3 (three) financial years (2017-18, 2018-19 & 2019-20) shall not be less than Five lakh. (A self-attested copy of certificate issued by a Chartered Accountant shall be enclosed).

(c) Minimum 02 (two) years of experience in carrying out similar works undertaken for Government / Public Sector Undertakings / Autonomous Bodies and CFTI's. (Documentary evidence, work orders/certificates, to this effect should be enclosed)

(d) The Tender Fee is mandatory to be paid along with the bid. However, Tender fee and EMD is



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not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (**MSEs**) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the concerned Ministry or Department. Exemptions, if any must be supported with legitimate documents and they shall have to enclose valid self-attested registration certificate(s) along with the tender to this effect.

(e) There should be no criminal case pending with the police against the Proprietor/ Firm/ Partner or the Company (Contractor) and the firm should not be blacklisted by Central Government/ State Government/ PSU/any other Institutes. The declaration to such state as incorporated will be assumed for this purpose.

2. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT, both technically and commercially.

b. The Bids forwarded by the Bidders will be evaluated by the IIM Kashipur with reference to the technical/eligibility characteristics of the NIT. The compliance of Bids would be determined based on the parameters specified in the NIT and financial evaluation in total.

c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Financial Bid on Annexure-I. The bidder should preferably sign Annexure-I of the NIT on the letter head of the firm. All the rates quoted should be inclusive of all taxes.

d. The financial bid will be evaluated as a whole in totality. No piecemeal tender will be awarded. Tender will be awarded as a whole.

e. In the event that the first lowest is more than one, then the financial capability of the firm (average of the turnover for last three years) is to be considered for finalizing the L-1 vendor. Decision taken by the committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.

Signature of the Bidder  
Name and Address of the bidder  
Rubber Stamp of Prop. Or Firm or Company





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## ANNEXURE-I

(Refers to IIM Kashipur/NIT/16)

### FINANCIAL BID

Name of the Tenderers Firm: \_\_\_\_\_

Description of Services/Project	Monthly Charges (Tipping Fee) In (Rs.)	GST Amount @ ..... %	Total Monthly Charges (Tipping Fees) in (Rs.) Inclusive of all Taxes
For Collection and Transportation of Solid Waste (Garbage) from IIM Kashipur, Kundeshwari Campus on bi- weekly Basis			

In words (inclusive of taxes): .....  
.....

#### Note:

- (a) The bidders are requested to visit the site and satisfy themselves before quoting the rates.
- (b) It is only the tentative quantity that is projected in the scope of work. Excess solid waste tipping to be paid at the average rate approved for regular monthly tipping.
- (b) The price quoted should be the final price inclusive of all taxes and transportation freight charges, handling charges, loading and unloading charges, any other tax/charges inclusive of GST.

**Date:**

**Signature of the Tenderer with Firm's Seal**