



**International Institute of
Information Technology
Bangalore**
(Formerly Indian Institute of Information Technology)

**International Institute of Information Technology
Bangalore**

Bid Ref. No : IIITB/FCLTY-002/2022

Date : 24.01.2022

Tender for “Facility Services.”

(Tender documents can be downloaded from “www.iiitb.ac.in”)

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Tender Ref. No. IIITB/FCLTY-002/2022

24th January, 2022

Section -1

Notice Inviting Tender for “Facility Management Services”

1.	Tender No	IIITB/FCLTY-002/2022
2.	Name of the work	Tender for “Facility Services”
3.	Contract Period	01.04.2022 to 31.03.2024 (extendable for 12 more months)
4.	Pre-bid meeting with bidders at IIITB Campus	31.01.2022 – 16:00 Hrs
5.	Last date for submission of the Tenders in sealed envelops	07.03.2022– 13:00 Hrs
6.	Opening of Technical Bids	07.03.2022 – 16:00 Hrs
7.	Opening of Commercial Bids	Will be informed later
8.	Tender Documents	Tender documents can be downloaded from the IIIT-B’s Website at www.iiitb.ac.in
9.	Processing Fees	Non Refundable Rs 5,000/- (Rupees Five Thousands only) in the form DD in favour of “International Institute of Information Technology Bangalore” shall be submitted along with the Bids towards Processing fees.
10.	EMD Amount	<ul style="list-style-type: none"> • EMD amount Rs 10.00 Lakhs (Rupees Ten Lakhs only) has to be paid through Demand Draft in favour of “International Institute of Information Technology Bangalore” • EMD of the unsuccessful bidders will be returned. • EMD submitted by the successful bidder will be retained by the Institute as Security Deposit and the same will be refunded to the successful bidder, only on the completion / termination of the contract after making required deductions, if any.
11.	Address of submission of Tender	Chief Administrative Officer International Institute of Information Technology, 26/C, Electronics City, Phase-1 Bangalore - 560100
12.	Mode of submission of Tender	Speed Post / Registered Post Hand delivery – Aryabhata Block Reception

Section - 2

2.1 Introduction -

International Institute of Information Technology-Bangalore (IIITB) invites proposals from Facility Management Service Provider with an intent to enter into an contract for providing "Facility Management Services" for it's property consisting of following building blocks (spread across 9 acres of land) at Electronics City, Phase-1, Bangalore-560100.

- i) Ramanujan Academic Block
 - Basement Car Parking – 2,700 smt
 - Labs & Classrooms in 1st, 2nd 3rd Floors – 7,350 smt (vitrified Tile Flooring)
 - Wooden Floored Sports Complex – 1000 smt
 - Auditorium (on need basis) – 2,750 smt (1700 smt carpeted, 250 smt wooden floor 800 smt vitrified tiles)
- ii) Aryabhata Admin Block (Ground + Two Floors) – 9,900 smt
- iii) Bhaskara Men's Hostel –
 - Basement Car parking - 2,800 smt
 - Food Court & Multi Purpose Hall – 2,900 smt
 - Hostel Rooms & Corridors in 7 Floors) – 18,100 Smt
- iv) Visveswaraya Men's Hostel (Ground + 4 Floors) – 2,850 Smt
- v) Lilavati – 2 Men's Hostel (Ground + 4 floors) – 1,400 smt
- vi) Lilavati-1 Ladies Hostel (Ground + 4 Floors) – 4,300 Smt

2.2 Tentative Requirements -

SI #	Staff	No of staff	Remarks
1	Facility Manager – B.Engg	1.00	
2	Maintenance Engineer - Electrical	1.00	
3	Electricians	4.00	In Shifts
4	Handyman	1.00	
5	Plumbers cum STP Operators	7.00	In shifts
6	House Keeping Supervisor	2.00	
7	House Keeping Staff	39.00	
8	Gardening Supervisor	1.00	
9	Gardening Staff	6.00	

2.3 Scope of work –

2.3.1 House Keeping –

Number of House Keeping Staff (including relievers) - working Hours

Sl #	Staff	7:00-4:00PM	11:00-8:00PM
1	HK Staff (Monday to Friday)	27 nos	12 nos
2	HK Staff (Saturday & Sunday)	19 nos	-
3	HK Supervisor (Monday to Friday)	1 no	1 no
4	HK Supervisor (Saturday o& Sunday)	1 each day	-

- a) The Service Provider shall ensure that the employees employed by him should be presentable and clean in their habits and clothing.
- b) Also Service Provider shall ensure that the team follows the uniform with shoes.
- c) Ensure effective and hygienic cleaning of the premises all the time
- d) Sweep & mop all the Office rooms, Faculty / Staff Cabins, Admin area, Common area every day (before 9 am)
- e) Sweep & mop all the occupied Hostel Rooms (704 Male's hostel and 179 Ladies hostel) twice a week.
- f) Deep cleaning of all Common areas and Washrooms weekly once and as and when required.
- g) Clearing cobwebs in all the buildings.
- h) Spray room fresheners in Board rooms, meeting rooms prior to the scheduled event.
- i) Vacuum Cleaning / sweeping / mopping Auditorium as and when required
- j) Daily sweeping / cleaning Sports Complex & Basket Ball courts.
- k) All the washrooms in the premises need to be cleaned / disinfected twice a day & as and when required.
- l) Cleaning glazing, Terraces, Basements, staircases, window panes, Doors, Mirrors, common areas, washrooms etc for once in two weeks and as and when required.
- m) Cleaning all the solar panels once a month.
- n) Use appropriate machines / equipment for housekeeping services.
- o) Provide and maintain an efficient material management system.
- p) All housekeeping materials used, need to be eco friendly, branded and pre-approved by IITB.

- q) Ensure sufficient inventory level of all the items all the time and keep track of the consumption.
- r) IITB will pay the contractor towards purchase of the House keeping consumables at actual price.
- s) Two house keeping staff need to be provided to operate Coffee Vending Machines and serve coffee / tea to the Institute guests and dignitaries in the meetings on week days (Monday and Friday) and one house keeping staff on Saturday.
- t) Two House keeping staff need to be provided for cleaning Dining area, Dining Tables, Chairs “before/during/after” the Breakfast & Lunch every day (365 days)
- u) Garbage need to be collected everyday from all the locations, segregate dry/wet/reject waste and collect in different coloured bins for disposal. Elcita’s waste disposal Service Provider shall pick up the waste and dispose it off to the corporation disposal point through their vehicles.
- v) Periodical cleaning of the overhead water tanks in a hygiene way.
- w) Weekly cleaning of UPS rooms, LT Panel rooms, DG room & Server Rooms.

2.3.2 Gardening –

Number of Gardening Staff (Monday – Saturday)

SI #	Staff	8:00-4:30PM
1	Gardening Supervisor (Mon-Saturday)	1 no.
2	Gardeners (Monday-Saturday)	6 nos

Approximate area of the Hardscape / Landscape area in the campus is as follows,

a) Internal Roads – 8,500 Smt	b) Two Play Grounds – 2,500 Smt
c) Surface Parking –1,500 Smt	d) Green Space – 11,200 Smt

- a) Sweeping internal roads, pathways & surface parking daily (Monday to Saturday)
- b) Heaps of dry leaves/tree branches to be collected daily and disposed at designated areas for composting in the campus.
- c) Attending on daily basis maintenance works of lawns, ground covers, creepers, flower beds, shrubs, hedges, in and around the lawn area, the entire campus.
- d) Watering the whole area of lawns/garden, turf's, flower beds uniformly.



- e) Applying composite manure or fertilizer as and when required (Compost is available at Institute & Fertilizer purchases will be reimbursed separately at the cost of the purchase only.
- f) Removal of undesirable weeds from the lawns, turfs, flower beds & Cricket ground.
- g) Maintenance of indoor potted plants.
- h) Removing & relaying Lawn as and when required while minor construction works in progress.
- i) All pesticides used for gardens need to be eco-friendly, branded.
- j) Institute will provide Lawn Mover and basic Landscape equipment. Service provider to ensure efficient usage / maintenance of the same and return the same in good working conditions upon expiry/termination of the contract.
- k) Also Service Provider shall ensure that the team follows the uniform with shoes.
- l) The above manpower may be used for shifting furniture, equipment or otherwise as per need of IIITB.

2.3.3 Pest Control –

- a) Pest control is to be done in the common areas, Kitchen, dining area, drains, inn and around the campus in regular intervals and as & when required.
- b) Only “A” grade, safe material is to be used for pest control.
- c) Pest control is required for mosquitoes, ants, flies, mice, rats, spiders, termites.
- d) All the man and material required for pest control work is supplied by the Service Provider only.
- e) Ensure entire campus to be maintained clean and hygiene and follow all stipulated guidelines of the competent authorities which are mandatory.

2.3.4 Engineering Services -

- a) Service Provider should provide efficient engineering services in the premises by deploying sufficient number of trained, experienced and competent technical personnel.
- b) Also Service Provider shall ensure that the Engineering Service team (except FM & ME) follows the uniform with shoes.



Supervision & Maintenance Team

Sl #	Description	8:00-5:00	6:00-2:00	2:00-10:00	10:00-6:00	Total
1	Facility Manager	1	-	-	-	1.00
2	Maintenance Engineer	1	-	-	-	1.00
3	Electricians	1	1	1	1	4.00
4	Plumbers cum STP Operators	1	2	2	2	7

Electrician and Plumber numbers mentioned above includes relievers for 24 x 7 operation

- c) Service provider to appoint one Facility Manager (FM) to supervise the “Facility Management Services”, and be available in the premises during the office hours as a single point of contact for all the services.
- d) Facility Manager must be available on Cell Phone on non working hours also and must ensure 24x7 un-interrupted services in the campus.
- e) Facility Manger must have Bachelor in Engineering degree with in-depth knowledge of all the Electrical Installations, Civil, Electrical, Mechanical Maintenances in the campus.
- f) Service provider to appoint one Maintenance Engineer (ME) to supervise and execute Electrical repair & maintenance works (preferably Diploma in Electrical Engineering.)
- g) Both FM & ME should have atleast 5-8 years of experience (preferably in higher Educational Institutes) in Facility Management Services.
- h) FM & ME to co-ordinate and follow-up with AMC Service Providers (DG, Transformers, HVAC, UPS, Lifts, RO, Dispenser, Fire Safety etc.) for scheduled and breakdown maintenance. Continuous efforts should be made to minimize the downtime of the equipment.
- i) FM & ME are responsible for continuous monitoring of calls and complaints, allocate repair work to shift technicians and follow-up on work progress.
- j) FM & ME must implement preventive maintenance, generation of reports and analysing equipment operation logs.
- k) Ensure preventive maintenances are planned atleast 3 weeks in advance in consultation with the IITB’s Campus Manager.
- l) IITB has zero Sewage water discharge policy. All the treated water is used for flushing & Gardening purpose. FM & ME must ensure efficient operation and maintenance of two STP plants (140KLD & 50 KLD) on 24x7 basis and quality of the treated water is



within the norms set by the competent Govt. authorities (IIITB tests water samples through NABL & MOEF approved Labs) on monthly basis.

- m) FM & ME must ensure DG sets remain in operational conditions on 24x7 basis, ensure sufficient fuel stock and maintain a logbook of the operation and fuel consumption.
- n) FM & ME must upkeep RO systems with daily backwash and co-ordinate / follow-up with AMC Service Provider for any required preventive / breakdown maintenances.
- o) FM & ME must up keep all the Fire extinguishers and other Fire safety equipment. Co-ordinate & follow-up with AMC Service Provider for periodical check ups and preventive maintenances.
- p) Daily water requirement is met by three borewell & Elcita Water supply. It is the responsibilities of the FM & ME to ensure efficient operation of the Pumps, borewell etc. to ensure uninterrupted water supply. Incase of short borewell output, liaise with Water supply agencies for the Tanker water.
- q) Ensure Lifts are serviced as per schedule. Check salient systems like Automatic Rescue device, emergency lights, alarm bells are operational. Periodic training need to be given to Security & Electro Mechanical staff on rescue operations. All such repairs / renewals generated shall be attended through AMC management.
- r) Maintain all Electrical, Plumbing and minor carpentry works at all the times of the day, for which an electrician & one plumber is always present in the campus.
- s) Attend all electrical faults (from inside and outside), appearing in electrical lines/switches, electrical conduits, distribution boards and panels etc., installed electrical fixtures & appliances, like, but not limited to geysers, fans, ovens, bulbs, tube lights etc. It shall be liability of the service provider to repair and replace the aforementioned category of items whenever required (cost of the materials at actual will be paid by IIITB)
- t) Attend all kind of plumbing needs which may include but not limited to replacement of rotten water pipes (inside or outside), taps, showers, ECs, sinks and other fixtures in the washrooms, kitchen etc. It shall also be the liability of Service provider to remove all kinds of clogging in flush systems, drains, Urinals and sinks of washrooms, balconies and Kitchen so that proper and regular flow of water is maintained.
- u) It shall be responsibility of the Service Provider to attend various carpentry works pertaining to fixtures which may include but not limited to fixed almirahs / shelves in the cabins, stores, Kitchen area, doors, door stoppers, windows, locking system etc. in



whole of the premises. Service provider can call external carpenters for major works (IIITB will pay the cost of the carpentry work as per actual.)

- v) For any kind of consumables required for carrying out electrical, plumbing, carpentry works, desired consumables, comprising of various civil, electrical, mechanical material, the conduits. Water pipe lengths etc., will be forecasted by the Service Providers for procurement by IIITB in advance. Adequate stock shall be maintained by the Service provider, for reducing response time in redressal of such complaints.
- w) All seepages (inside or outside) will be rectified by the Service providers team immediately.
- x) Minor plastering or re-plastering works need to be carried out by the Service Provider's team.
- y) Maintain the facade of the whole premises, clean and firm. All materials required for repair of the façade will be provided by IIITB including the scaffolding.
- z) FM & ME must ensure proper storage of the Consumables, spares in the designated stores.
- aa) IIITB will provide equipment for deep cleaning, vacuuming etc, FM & ME must ensure efficient usage of the same and carryout periodic AMC in liaison with IIITB's AMC vendor.

Section - 3

3.1 Instructions to Bidders -

- a) The Tender documents can be downloaded from www.iiitb.ac.in
- b) Two bid system will be followed for this Tender. In this system bidder must submit his offer as explained below,
- c) One sealed envelope super scribed **“Technical Bid (Part-I) - Tender for Facility Management Services at IIITB”** shall contain the following:
 - i. Covering letter (as per Annexure-1) on the letter head of the bidder signed by authorized signatory.
 - ii. Profile of the bidder (as per Annexure-2)
 - iii. One Contract copy of 5 years experience in the field in Bangalore, not older than 01.04.2015 (as per Clause 3.2.1)
 - iv. Contract Copies as per clause 3.2.2



- v. Income tax returns for last three Commercial years as per Clause 3.2.4
- vi. Audited Balance Sheets for last three Commercial years as per Clause 3.2.4
- vii. Declaration that “Not blacklisted by Central/State Governments/Corporations in India” as per Annexure-3
- viii. Tender document (downloaded from IIITB site) signed by the authorized signatory.
- ix. Demand Draft (Non refundable Processing Fees) of Rs 5,000/- (Rupees Five Thousand only), drawn in favour of ‘International Institute of Information Technology-Bangalore, payable at Bangalore, from any Nationalized or approved Scheduled Bank valid for 90 days from the last date of submission.
- x. Demand Draft (EMD amount) of Rs 10.00 Lakhs (Rupees Ten Lakhs only), drawn in favour of ‘International Institute of Information Technology-Bangalore, payable at Bangalore, from any Nationalized or approved Scheduled Bank valid for 90 days from the last date of submission.

The said Demand Draft submitted by all unsuccessful tenderers will be returned once the contract is awarded to the successful tenderer.

No claim shall lie against IIITB in respect of erosion in value or interest on the amount of Earnest Money Deposit or Security deposit.

The said Demand Draft submitted by the successful tenderer will be retained by the Institute as Security Deposit and the same will be refunded to the successful bidder, only on the completion / termination of the contract after making required deductions, if any.

- xi. Contract Labour License,
 - xii. GST registration Certificate,
 - xiii. ESIC registration Certificate
 - xiv. EPF Registration Certificate,
 - xv. PAN card in firm’s name.
 - xvi. ISO Certification
- d) One sealed envelope super scribed “**Commercial Bid (Part-II - Tender for Facility Management Services at IIITB)**” shall contain the following:
- i. Filled and Signed Copy of Annexure – 4
- e) Both the envelopes (technical bid as well as commercial bid) shall be placed by the bidder in an outer sealed envelope super scribing “**Tender for Facility Management Services at**



“IIITB” and may be submitted to reach IIIT-Bangalore before 13:00 Hrs (1:00PM) on

07.03.2022

Sealed Tenders to be addressed to

**Chief Administrative Officer ,
International Institute of Information Technology,
26/C, Electronics City, Phase-1, Bangalore – 560100**

- f) The full name and postal address of the bidder shall be written on the bottom left hand corner of the sealed covers.
- g) Bidder/authorized signatory shall sign on each page of the tender.

3.2- Minimum Eligibility Criteria -

- 3.2.1 The Bidder should have atleast 5 Years of experience in providing “Facility Management Services” to the reputed Institutes / Universities at Bangalore. Copy of the work order or contract copy, **not older than 01.04.2015** need to be enclosed.
- 3.2.2 Assuming the estimated annual value of the work to be around Rs 200.00 Lakhs, The bidder must have successfully completed one work of same nature of value of Rs 200.00 Lakhs or two works of Rs 120.00 Lakhs each or three works of Rs 100.00 Lakhs each, in Educational Institutions, PSUs or reputed Private organizations during the last three Commercial years (**attested copies of work completion certificate or contract or PO to submitted along with the Technical Bid.**)
- 3.2.3 Bidder’s Firm should have valid Firm registration certificate, Trade & Labour License, GST registration Certificate, ESIC & EPFO Registration Certificate, Firm’s PAN and all other necessary certificates to provide “Facility Management Services” in Bangalore.
- 3.2.4 The Bidder shall be registered with the Income Tax and is required to submit along with the Technical bid, copies of tax returns & audited balance sheets for last three Commercial years.
- 3.2.5 The bidder must not be blacklisted by Central/State Government/Corporations in India.

3.3 Other Terms and Conditions -

- 3.3.1 IIIT-B reserves the right to accept or reject any or all the tenders or cancel this process at any time without assigning any reason whatsoever.
- 3.3.2 The bidders, who do not meet the eligibility criteria; or do not submit all the necessary documents in support of the eligibility criteria; or do not submit documents that are complete and valid - shall be disqualified and they would not be invited for participating in commercial bid opening (later stage)
- 3.3.3 The bid offer shall be valid up to 90 days after closing date of the Tender.



- 3.3.4 The bidder is expected to read all instructions, terms and conditions in the tender document. Incomplete bids, bids received late, bids not conforming to the specifications and instructions contained herein, will be rejected summarily.
- 3.3.5 Only those bidders whose Technical bids have been found substantially responsive would be informed by the Institute about their responsiveness.
- 3.3.6 The Institute will award the contract to the successful bidder who has been determined to have qualified in the technical and commercial evaluation.
- 3.3.7 Any form of canvassing/influencing will attract rejection of bid submitted by the bidder and the Institute reserves the right to take such penal action (e.g. blacklisting the Bidder for the present and future etc.) as it deems fit. Notwithstanding anything contained above, the Institute reserves the right to reject all or any bid as recommended by the Tender Committee and is not bound to divulge any reason to the unsuccessful bidders.

3.4 Statutory Requirements :

- 3.4.1 The Service Provider shall be solely responsible to comply with all Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of “Facility Management Services” and shall pay all taxes, debts and / or levies as may be levied by the appropriate Government / Local Bodies and other authorities in this regard, and the Service Provider shall indemnify the Institute against all claims, loss, damage and costs thereof in case of any breach of any of these Acts, Laws, Rules and Regulations.
- 3.4.2 The Service Provider should meet State Government rules such as implementing of the Minimum Wages Act, Workmanship Compensation Act, EPF, ESI, Bonus Act etc. and should have proof for meeting these requirements.
- 3.4.3 The Service Provider should produce proof for remittance of salary (on or before due date), PF, ESI in each workers name every month along with the monthly bill.

3.5 Special Conditions -

- 3.5.1 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.
- 3.5.2 If the Service Provider’s performance is not satisfactory, the contract shall be terminated by giving one month’s notice.
- 3.5.3 The Service Provider shall recoup to the employer the cost of any damage incurred by the Service Provider on account of any breach of the terms and conditions of the agreement.
- 3.5.4 Attendance registers and the salary registers for the persons engaged for all the services and other registers required as per acts and rules may be verified by any official of IIITB assigned for this purpose or other enforcing agencies during their inspection.
- 3.5.5 Entire amount of the wages left out after deduction for statutory benefits should be paid in full to the persons engaged, through bank transfer only.



- 3.5.6 Monthly bill should be submitted after the payment of wages monthly salary to the Facility Management Service's staff, ESI and EPF remittance to individual staff. Proof on payment of wages, ESI and EPF should be submitted. In the event of non-compliance of this condition, penalty will be imposed on the Service Provider (as mentioned in the penalty clause below)
- 3.5.7 GST should be paid every month before the last date of remittance of GST. Failing which next month bill will not be paid and penalty will be imposed as mentioned in the penalty clause below. GST paid proof to be attached along with monthly bill.
- 3.5.8 The "Facility Management Service" staff deployed by the Service provider are for all-purpose the employees of the Service Provider only and they cannot claim any of the privileges and benefits of the employees of the Institute. The staff shall have no claims directly or indirectly with regard to the employment and service conditions and any other benefits available to the employees of the Institute.
- 3.5.9 FM & ME work closely with Registrar, Wardens, Co-Ordinator Students Affair (CSA), CAO and Hostel Managers
- 3.5.10 Drugs & Liquor are strictly prohibited inside the campus. The entire campus is declared as "Smoking free zone". Strict disciplinary action will be initiated against offenders.
- 3.5.11 The Facility Management Service's staff of the Contractor will fall under the ambit of / jurisdiction of the IIITB Internal Complaints Committee (ICC) when it comes to Prevention of Sexual Harassment of Women at the Workplace. Contractor need to periodically train all it's staff through PoSH workshops.
- 3.5.12 Monthly overtime hours should not exceed as fixed by Government of Karnataka.
- 3.5.13 The representative of the Service Provider has to visit the Institute once a week to brief about happenings to CAO/Registrar.
- 3.5.14 Service provider shall not sublet this contract to others.

Section – 4

4.1 Processing Fees –

Non Refundable Rs 5,000/- (Rupees Five Thousand only) in the form DD in favour of "International Institute of Information Technology Bangalore" shall be submitted along with the Bids towards Processing fees.

4.2 EMD amount -

EMD amount, Rs 10.00 Lakhs (Rupees Ten Lakhs only) has to be paid through Demand Draft in favour of "International Institute of Information Technology Bangalore" EMD of the unsuccessful bidders will be returned after opening of the Commercial Bid. EMD submitted by the successful bidder will be retained by the Institute as Security Deposit and the same will be refunded to the successful bidder, only on the completion / termination of the contract after making required deductions, if any.

4.3 Validity of the Contract -

The contract, if awarded, shall be initially valid for 24 months (from 01.04.2022 till 31.03.2024). The contract may be extended for further period of 12 months on same terms and conditions after satisfactory performance.

4.4 Payments

- 4.4.1** No price escalation, other than revision of minimum wages as well as other statutory components such as ESI, EPF, Bonus, taxes, shall be entertained by IIIT-B during the period (revision is acceptable as per Govt Karnataka's minimum wages)
- 4.4.2** The payment will follow monthly cycle. Invoice shall be prepared and submitted to IIITB's Estate Office on or before 2nd working day of the following month along with all the supporting documents (details of earlier month's Salary transfer to the staff, ESI payment, PF payment, GST payment etc) along with attendance details.
- 4.4.3** IIIT-B will check the invoice and certify for payment if all aspects are as per the contractual agreement.
- 4.4.4** Payments will be released to Service Provider's Bank account within 15days after certification from IIIT-B.
- 4.4.5** No payment shall be done in advance nor any loan from any bank or Commercial institutions recommended on the basis of the Order of award of work.

Section – 5

5.1 Force Majeure -

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

5.2 Penalty Clause -

- 5.2.1** Non-compliance of monthly salary dispersal to the staff, ESI & EPF remittance as per due dates shall attract a penalty to the extent of deduction of 0.5% of the total monthly bill for each day of delay.



- 5.2.2 GST should be paid before due date. Failing which next month bill will not be paid and penalty will be to the extent of deduction of 0.5% of the total monthly bill for each day of delay.
- 5.2.3 Whenever and wherever it is found that assigned work is not performed up to the entire satisfaction of IIITB, it will be brought to the notice of the contractor by IIITB. First violation will attract a penalty of Rs 2,000/- and successive violations Rs 5,000/- each time. Entire penalty shall be deducted from the bills of the contractor from the same month.

5.3 Terms for Termination of Contract -

Both parties can terminate the contract at any time at the end of the period of a particular year when the term expires OR the contract can also be terminated by either side after giving one months' notice period. Any notice sent by Post/Email by either party to the addresses recorded in the contract agreement shall be deemed to have been properly served for any of the purposes mentioned herein.

5.4 Arbitration -

In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be referred to the Sole Arbitrator to be appointed by the Director, IIIT-B as per the relevant Act and the award of the Sole Arbitrator will be binding on both the parties Further, any legal dispute arising shall be settled in the court of competent jurisdiction located within the local limits of Bangalore, Karnataka.