

### Indian Institute of Technology Palakkad भारतीय प्रौद्योगिकी संस्थान पालक्काड

Nurturing Minds For a Better World

# NOTICE INVITING TENDER (NIT) FOR RENDERING HOUSE KEEPING SERVICES TO VARIOUS ACADEMIC BUILDINGS OF IIT PALAKKAD (TEMPORARY, NILA AND MAIN CAMPUSES)

Tender No. 17/IITPKD/EWD/2022-23/005

Date of Publishing: 13.05.2022

Date of Closing of tender: 02.06.2022 at 1500 hrs

ENGINEERING WORKS DIVISION
INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD
KANJIKODE, PALAKKAD - 678 623

EMAIL: ewd@iitpkd.ac.in

#### **ELIGIBILITY BID - COVER 1**

#### INDEX

Sl. No.	Description	Page No.
	ELIGIBILITY BID	
1	INVITATION OF BID	4
2	TERMS AND CONDITIONS OF THE CONTRACT	7
3	AMENDMENTS IN THE TENDER DOCUMENT	9
4	COMPOSITION OF THE TENDER DOCUMENT	9
5	LANGUAGE/FORMAT/SIGNING OF THE BID	10
6	BID SUBMISSION	11
7	ELIGIBILITY CRITERIA	11
8	INFORMATION AND INSTRUCTIONS TO APPLICANTS	13
9	ANNEXURE III, IV, V, VI, VII, VIII, AND IX and FORMS A, B	15-32

#### **COVER-1: ELIGIBILITY BID**

#### E- Tender No. 17/IITPKD/EWD/2022-23/005

NAME OF THE WORK: RENDERING HOUSE KEEPING SERVICES TO VARIOUS ACADEMIC BUILDINGS OF IIT PALAKKAD (TEMPORARY, NILA AND MAIN CAMPUSES)

Date and Time of opening of Eligibility Bid (Cover-1)	02-06-2022, 1530 hours
Date and Time of opening of Technical and Financial Bids (Covers 2 and 3)	Will be intimated later to the eligible bidders through E - Wizard Portal.

CHAIRMAN, EWD

SIGNATURE OF THE BIDDER NAME & SEAL

#### **ELIGIBILITY BID**

#### 1. INVITATION OF BID

1.1 The Chairman, EWD, invites on behalf of Indian Institute of Technology Palakkad (hereinafter called "IITPKD") online bid under Three Bid System (Eligibility bid, technical bid and financial bid) as per the scope of work and specifications given in the bid document from reputed agencies who are experienced in Providing Housekeeping Services with suitable and uniformed, trained manpower for IIT Palakkad in Temporary campus (Ahalia Integrated Campus, Kozhippara PO, Palakkad-678557), Nila Campus and Lab buildings in Main Campus (Near Gramalakshmi Mudralayam, Pudussery PO, Kanjikode West, Palakkad-678623) Interested agencies/service providers may submit their bids ONLINE at https://mhrd.euniwizarde.com/.

#### Particulars of Work

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1.	Name of work	Rendering Housekeeping Services to various Academic buildings of IIT Palakkad
2.	Estimate Cost put to Tender	Rs.28,14,000/- (Rupees Twenty Six Lakh Four Thousand Only)
3.	Earnest Money Deposit (EMD)	Rs.56,000/- (Rupees Fifty Six Thousand Only)
4.	Performance Security	3% of the Work order / contract value
4.	Duration of the Contract	ONE YEAR (Based on the performance, the contract may be extended not exceeding 12 months as a separate contract)
5.	Validity of the tender	90 days from the date of opening of eligibility bid.
6.	Date of Pre-bid Meeting	20-05-2022 at 1100 hrs Online meeting links will be published separately for those who wish to attend the meeting online.
7.	Last Date for Submission of e-Tender (Cover 1, Cover 2 and Cover 3)	02-06-2022 at 1500 hrs
8.	Date of Opening of the Eligibility document (Cover 1)	02-06-2022 at 1530 hrs
9.	Date of PowerPoint presentation by the applicant	Will be intimated later through E-Wizard Portal
10.	Date of opening of the financial bid	Will be intimated later to eligible Contractors through E-wizard portal.

I / We undertake and confirm that eligible similar work(s) has/have not been executed through another contract or on a back-to-back basis. Further that, if such a violation comes to the notice of the department, then I/ We shall be debarred for tendering in IIT Palakkad in future forever. Also, if such a violation comes to the notice of the department before the date of start of work, the Chairman, EWD shall be free to forfeit the entire amount of Performance Security. I/We are also aware that the information and instructions for bidders posted on the website shall form part of the bid documents.

Signature of the Contractor / Bidder:
Name and full address of the Contractor/ Bidder:
Contact No:/ Email id:

SI. No.	Details	Description
1	Cover-1: Eligibility Bid	Necessary Supporting documents as prescribed in Page No. 11,12 and 13 of the bid documents.
2.	Cover-2: Technical Bid	The bidder shall submit detailed methodology proposed to be adopted for the Scope of Work indicated in the Technical bid document.
3.	Cover-3: Financial Bid	Financial Bid shall be submitted in the prescribed spreadsheet for the Scope of Work mentioned in Annexures I, IA, IB and IC.

- 1.2 The Tender Document can be accessed from <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a>. Last date/time for submission of the bids in ONLINE mode is 02-06-2022, 1500 hours. The bids will be opened by the duly constituted bid evaluation Committee, through online mode. The Eligibility Bids will be opened first and examined by a duly constituted bid evaluation committee for the purpose which will decide the suitability of the bid as per the specifications and requirements of IITPKD. Technical and Financial Bids of ONLY those bidders who qualify in the Eligibility Bid as per the tender conditions, will be opened on the date to be fixed later and made known to the qualified bidders. In case of any holiday or unforeseen closure of the Institute on the scheduled day of opening of the bids, the bids will be opened on the next working day at the same time, but the deadline for submission of bids remains the same as indicated above.
- 1.3 The bids should be submitted ONLY through online mode at <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a> latest by 02-06-2022, 1500 hours. Bids received after the above-mentioned date and time shall not be considered. Conditional bids will be rejected outright.
- 1.4 The responsibility of submission of the bids through ONLINE mode on or before the last date shall rest with the bidder.

The timeline for the Bid document shall be as mentioned below:

S. No.	Events	Date and Time
1	Publication of the Tender Document	13-05-2022
2	Date/Time of Online Pre-bid Meeting 20-05-2022, 1100 hrs	
3	Last Date/Time for submission of ONLINE bids	02-06-2022, 1500 hrs
4	Opening of Eligibility Bid (Cover-1)	02-06-2022, 1530 hrs
5	Opening of Technical and Financial Bid (Cover 2 and Cover 3)	will be intimated later through E- wizard portal
6	Power Point presentation by the Eligible bidders	will be intimated later through E- wizard portal

- 1.5 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offence under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- 1.6 Each agency shall submit only one bid, either by himself or as a partner in a joint venture or as a member of a consortium. If a bidder or if any of the partners (Joint venture and consortium) is not eligible. Participate in more than one bid (of both the individual and the partnership/consortium/joint venture) are liable to be rejected.
- 1.7 The bidder shall bear all costs associated with the preparation and submission of their bid and IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 1.8 ITPKD will respond to any request for clarification or modification of the Bid Document that is received up to TWO DAYS prior to the deadline for uploading the bids prescribed by ITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall communicate to ITPKD through official email (ewd@iitpkd.ac.in) or ONLINE mode through the e-Wizard Portal.
- 1.9 Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Chairman, EWD, no written or oral communication, presentation or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.
- 1.10 The agency shall also be responsible for the insurance of its personnel employed by him/them. Policies of insurance against all liabilities of the contract or under any statute in respect of accidents to the personnel employed, while carrying out the works on site, shall be taken by the Contractor. The Contractor shall also possess a policy or policies of Insurance against all recognized risks and losses due to theft, fire or natural calamities. Only the Insurance Companies authorized by the IRDA shall be considered. Such insurance shall in all respects be subject to the approval of IITPKD. The insurance charges shall be borne by the contractor.
- 1.11 The agency shall specifically ensure compliance of various Laws/Acts, applicable to workers including but not limited to the following and their reenactments/amendments/modifications:
  - i.The Payment of Wages Act 1936
  - ii. The Employees Provident Fund Act, 1952
  - iii. The Factory Act, 1948
  - iv. The Contract Labour (Regulation) Act, 1970
  - v.The Payment of Bonus Act, 1965
  - vi. The Payment of Gratuity Act, 1972
  - vii. The Employees State Insurance Act, 1948
  - viii. The Employment of Children Act, 1938
  - ix.Minimum Wages Act, 1948
- 1.12. The bidder should within 15 days of acceptance of tender should establish an office within 15 kms proximity of the Institute, for smooth coordination.

- 1.13. There should be no case pending with the police against the proprietor/partners/agency/employees employed, related to the Housekeeping Services provided elsewhere.
- 1.14. Any violation of terms/conditions of the tender document, instructions/terms of agreement or suppression of facts will attract cancellation of agreement without any reference.
- 1.15. By submitting the bid for the prescribed service, the agency will be deemed to have satisfied themselves by location of the Institute, its campuses (Temporary, Nila and Main Campuses) and that the rates quoted by them in the bid will be adequate to the services according to scope of work and conditions attached thereto. No additional charges shall be claimed by the Contractor during the Contract period.
- 1.16. Pre bid Meeting: Online Pre-bid meeting will be held on 20-05-2022 at 1100 hours to clear the doubts of intending bidders. The details of the meeting will be intimated through the ONLINE Portal. Bidders, who are unable to attend the Pre-bid Meeting may send their queries for the same, latest by 19-05-2022 hours of 1700hrs to ewd@iitpkd.ac.in. Queries received after the Pre-bid Meeting shall not be considered. Addendum/Corrigendum/Clarifications to the Queries will be uploaded, post the Pre-bid Meeting in the ONLINE Portal, which shall be the part of the Tender Document. The bidders may visit the campuses (Temporary, Nila and Main campuses) to have more clarity about the site condition and buildings.

#### 1.17 EARNEST MONEY DEPOSIT (EMD)

- 1.17.1 The bidder shall furnish, as part of the bid, an EMD (Earnest Money Deposit) for Rs. 56,000/- through ONLINE payment mode.
- 1.17.2 EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.
- 1.17.3 EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest by the 30th day after the award of the contract.
- 1.17.4 EMD shall be forfeited, if the bidder withdraws his bid during the period of validity of the tender. Page 4 of 10
- 1.17.5 EMD shall be forfeited, if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Institute.
- 1.17.6 EMD shall be forfeited, if the successful bidder fails to execute the Contract on specified timeline.

#### 1.18 PERFORMANCE SECURITY

- 1.18.1 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Letter of Intent/Work Order for 3% (of the contract value) in the form of an Account Payee DD/Fixed Deposit Receipt/Bank Guarantee from a nationalised bank in an appropriate format in favour of Indian Institute of Technology Palakkad payable at Palakkad.
- 1.18.2 The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 1.18.3 The Performance Security shall automatically become null and void once all the obligations of the agency under the contract have been fulfilled, including, but not limited to,

any obligations during the period of contract and any extensions to the period. The Performance Security shall be returned to the agency under contract not later than fifteen (15) days after its expiration.

1.18.4 Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

#### 2. TERMS AND CONDITIONS OF THE CONTRACT

- 2.1. Contractor shall not engage any person below 18 years or above 55 years of age. Necessary documents in support of age of the staff deployed shall be submitted within 7 days of acceptance of bid.
- 2.2. The Contract shall commence within SEVEN DAYS from the date of Award of the Contract.
- 2.3. IITPKD will not take any responsibility in respect of any compensation/claim or any charges due to any accident involving the staff deployed in the premises. It is the sole responsibility of the Contractor or his supervisor. Contractor shall be responsible for all injury due to any accident, including to those engaged by him/her and those affected by the accident.
- 2.4. The Contractor shall be responsible for the safety, medical care and other facilities of the staff deployed.
- 2.5. Contractor shall be responsible for the good conduct of the staff deployed and if at any point of time any staff is found to be working against the interest of the Institute, the staff should be withdrawn and an alternate staff should be provided to the institute at no additional cost to the Institute by the contractor.
- 2.6. The Contractor should assume all liabilities and keep the Institute wholly indemnified against any action, suit, cost, damages, injuries including death to any persons employed by him, charges and expenses arising how-so-ever out of the service provided through its personnel. It is expressly understood that the Contractor shall keep fully indemnified against third party claims and damages to or caused by work performed under this Contract.
- 2.7. The Contractor should not assign the Contract or any part thereof to any third party.
- 2.8. The Contract is valid only for providing housekeeping services. The Contract workers employed by the Contractor shall be the employees of the Contractor and there shall not be any Employer Employee relationship between IITPKD and the said Contract workers on any ground whatsoever. IIT Palakkad will not issue any experience certificate for the employees of the Contractor and at no point of time any or all the staff of Contractor shall raise a claim for employment in IITPKD.
- 2.9. The staff deployed by the Contractor should fulfil the following conditions:
  - 2.9.1. The Contractor shall ensure that physically fit personnel are only employed for working in IITPKD. Persons with contagious diseases shall not be deployed. The Staff should be in presentable uniform, which should be properly washed/ironed.
  - 2.9.2. Should not smoke or drink alcohol, chew Pan/Pan masala/Tobacco inside the premises or while on duty.
  - 2.9.3. Should not indulge in any activity inimical to security of the officials/guests/staff of the Institute.

- 2.10. In the event of the staff not being in uniform, not behaving properly, engaging in arguments with the employees or guests, the Institute shall have the right to refuse entry to such staff and they shall be treated as absent for the day(s).
- 2.11. A Single Point of Contact (SPOC) shall be provided by the Contractor, who shall be coordinating with the Nodal Officer/Institute right from the day of award of the Contract till its expiration, for all matters pertaining to the Contract. The Contractor should ensure that the required number of Supervisors and Housekeeping Staffs are present to perform the works as mentioned in the cleaning schedule. The contractor should arrange for the substitute staff in case of absence, leave etc. The contractor should assess the adequate manpower required to adhere to the scope of work and Cleaning schedule for the house keeping services and submit in the presentation in detail with their plan and technical bid.
- 2.12. Working Hours: The House keeping work shall be carried out on all days (0800 hours to 1700 hours including lunch break from 1300 to 1400 hours) The house keeping service shall be provided including Sundays by making alternative weekly off arrangements without any extra claim. In case of special requirement of Housekeeping services beyond office hours or on holidays the Contractor shall provide the required manpower for which no extra payment will be made. All the toilets and other areas of the Academic Buildings and Office should be cleaned before commencement of working hours i.e. 0900 hours daily. In addition, the toilets shall be cleaned at 1430 hours every day. Only lady cleaning personnel shall be allowed for cleaning of ladies' toilets and the Contractor shall make arrangements accordingly. Under no circumstances, the staff of the Contractor will be allowed to stay in the premises beyond the working hours.
- 2.13. In case the agency fails to commence/execute the work as stipulated in this Work Order / Contract/ Scope of Work or unsatisfactory performance is reported or does not meet the statutory requirements, ITPKD reserves the right
  - i. to terminate the Contract and get the job executed by any other agency.
  - ii. The additional cost incurred in such a scenario, shall be recovered from the defaulting agency from his/their duties
  - iii. The agency will be debarred by the Institute for a minimum period of one year from participating in any type of tender and the Performance Security will also be forfeited, if so warranted.
- 2.14 The Contractor or his representatives should obey standard pandemic protocol time to time advised by the Institute in a destitute manner.

#### 3. AMENDMENTS IN THE TENDER DOCUMENT

- 3.1. At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).
- 3.2. Amendments will be intimated ONLY through the e-Wizard portal and the bidders shall ensure that the amendments are carried out in the bid before submission. The amendments will not be published in any other mode. Bidders should regularly visit the e-Wizard portal to keep themselves updated.
- 3.3. Without prejudice to the terms and conditions of the Tender Document, IITPKD reserves the right to include/modify any provision, as deemed fit, at a later stage in the Contract, in the Public Interest.

3.4. No extension in the bid due date/ time shall be considered due to delay in uploading of any document. Further, it will be assumed that the Bidder has taken into account such amendments, while submitting the bid.

#### 4. COMPOSITION OF THE TENDER DOCUMENT

4.1. The e-Tender comprises Eligibility bid, technical bid and Financial Bids.

#### **Eligibility Bid (Cover 1)**

- 1. Undertaking by the Bidder (Annexure-III)
- 2. Format of Performance Security (Annexure-IV)
- 3. Procedure for Submission of E-Tender (Annexure-V)
- 4. Checklist for Eligibility Bid (Annexure VI)
- 5. Letter of transmittal page (Annexure VII)
- 6. Additional documents to be submitted (Annexure VIII)
- 7. Integrity Pact (Annexure IX)
- 8. Financial information (Form A)
- 9. Bank Solvency Certificate format (Form B)

#### **Technical Bid (Cover 2)**

- 1. Scope of Work (Annexure-I)
- 2. Schedule of Quantity (Annexure-II)
- 3. List of Buildings and Cleaning Schedule (Annexure-IA and Annexure-IB and Annexure IC)
- 4. Tentative List of Cleaning Materials (Annexure-ID)
- 5. Complaint Management System
- 6. List of equipment to be provided by the contractor

#### **Financial bid (Cover 3)**

- 1. Terms and conditions of contract
- 2. Schedule (Appropriate format uploaded in Cover III)
- 4.2. The bidder is expected to examine all the instructions, forms, terms and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Engineering Works Division (Email: ewd@iitpkd.ac.in) concerned. Failure to furnish the information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.
- 4.3. The bidder should not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document. Such bids will be rejected outright.

#### 5. LANGUAGE/FORMAT/SIGNING OF THE BID

5.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and IITPKD shall be in English and the Contract shall be construed and interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such

document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence and communications, shall bear the costs and risks of such translation.

5.2 The bid shall not contain any internalizations, erasures, overwriting, except to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections with date.

#### 5.3 DEFINITIONS

The following words and expressions have their meaning hereby assigned to them

- 1.Employer means IIT Palakkad acting through "The Chairman, EWD"
- 2.Applicant means individuals, proprietary firms, firms in partnership, limited companyprivate and public corporation
- 3. Engineer in charge means Executive Engineer of IIT Palakkad
- 4. Tender means E- Wizard which will be submitted online through a dedicated web site.

#### 6. BID SUBMISSION

- 6.1. The Eligibility Bid, Technical and Financial Bids shall be submitted ONLINE through the e-Wizard portal mentioned as Cover-1, Cover-2 and Cover-3 respectively. All the three covers to be uploaded before the last date and time of submission.
- 6.2. Bids submitted in any mode other than ONLINE will be rejected outright.
- 6.3 Documents establishing conformity of the terms and conditions of the Tender Document shall be provided along with the bid.
- 6.4 Information related to the agency/bidder such as photocopies of the Registration/PAN/GST shall be furnished.

#### 7. ELIGIBILITY CRITERIA

- 7.1. Tenderers who fulfill the following criteria are eligible to submit the Eligibility bid Technical bid and Financial bid.
- 7.1.1 Tenderers should have experience of having satisfactorily completed works as detailed below during the **last 5 (FIVE) years** ending up to the previous day of the last day of submission of tenders.
  - a. Three similar works each costing not less than Rs.11 Lakhs

or

b. Two similar completed works each costing not less than Rs.14 Lakhs

or

c. One similar completed work costing not less than Rs. 22 Lakhs

and

"Cost of work" for this clause shall mean completed cost as mentioned in the final bill for housekeeping maintenance services, carried out under single contract including cost of materials, if any, supplied by clients. However the cost of materials issued free of cost shall not be considered for calculating the cost of work. "Similar work" for this clause means comprehensive housekeeping Services like day-to-day cleaning and up-keeping of buildings excluding civil and electrical maintenance works by engaging necessary manpower, material and equipment etc. Necessary documentary proof like completion certificates in case of works carried out for Government department and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificate.

- 7.1.2 Should have an average annual financial turnover of **Rs.14 Lakh** during the last 3 years ending 31.03.2021. At the time submission of bid, contractor may upload an affidavit/certificate from CA mentioning financial turnover of the last three years and further details required may be asked from the bidder after opening of eligibility bid/ technical bid. Year in which no turnover is shown would also be considered for working out the average.
- 7.1.3 Bank Solvency: Should have a solvency of **Rs.11 Lakhs** certified by the bankers of the applicant dated later than the date of publication of this tender.
- 7.1.4. The applicant should own sufficient equipment for proper and timely execution of the work.
- 7.1.5. The applicant should have a sufficient number of Administrative and housekeeping staff for the proper execution of the work. The applicant should submit a list of these employees in the technical bid stating clearly how they would be involved in this work.
- 7.2 The applicant's performance in respect of completed works should be certified by an officer not below the rank of Executive Engineer in case of Government works and Project Manager or equivalent officer for other works and should be obtained and uploaded in the e-Wizard portal.
- 7.3. Provide the Memorandum of Understanding in case the bidder comprises Partnership/Consortium/Joint Venture.
  - 7.4. Submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership.
  - 7.5. Nominate/authorize one of the members of the Partnership to be in charge and this nomination/authorization shall be covered in the power of attorney signed by the legally authorized signatories of all the members of the Partnership/Consortium/Joint Venture.
  - 7.6. Submit the complete details of the ownership and control. If the Bidder is a Partnership, complete details of ownership and control of each member thereof shall be provided.
  - 7.7. Submit copies of all the documents required, duly self-attested, along with the Eligibility bid of the tender.
  - 7.8. Confirm and declare that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Institute subsequently finds

to the contrary, the Institute reserves the right to declare the bidder as non-compliant and declare any contract if already awarded to the bidder to be null and void.

- 7.9. Digitally signed tender documents should be uploaded with the sign and stamp of the Competent Authority of the Agency.
- 7.10. ESI and EPF/GST Registration Certificates as per Provisions of Contract Labour (Regulations and Abolition) Act 1970 applicable to the workers) should be uploaded.
- 7.11. Valid Contract license under the Contract labour (Regulation and Abolition) act 1970 from Labour Commissioner's Office) should be uploaded.

#### 8. INFORMATION AND INSTRUCTIONS TO APPLICANTS

#### 8.1 Information and Instructions

The applicant is advised to visit the site of work at his own cost and examine it and its surroundings and collect all information that he considers necessary for proper assessment of prospective assignment.

- 1. All information called for in the enclosed forms should be duly filled, signed, scanned and uploaded along with the E-wizard. If additional information needs to be uploaded in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically uploaded in the e-wizard website. If information is 'nil' it should also be mentioned as 'nil' or 'no such case'. If any particulars /query is not applicable in case of the applicant, it should be stated as 'not applicable'.
- The applicants are cautioned that not giving complete information called for in the application forms required, not giving it in clear terms or making change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified.
- 3. The applicant may furnish any additional information, which he/they thinks is necessary to establish his/their capabilities to successfully complete the envisaged work. However, the applicants are also advised not to upload superfluous/additional information beyond the requirements of the Bid. No information will be entertained after the application is submitted, unless it is called for by the Institute
- 4. Applications made by email, fax, and post or by person will not be considered
- 5. Clarifications, if any, or any additional information needed may be requested for in the Pre bid meeting. The clarifications given and additional information furnished by IITPKD during pre-bid meeting will form part of the contract. The minutes of pre-bid meeting, corrigendum and Addendums will be uploaded on the e-wizard website.
- 6. Documents submitted in connection with the tender will be treated as confidential and will not be returned.
- 7. Contractor must ensure the quote rate of each item.
- 8. Tenderers are requested to comply following instructions:

- 9.1 After submission of the online bid the contractor can re-submit revised online bid any number of times but before the last date and time of submission of tender as notified.
- 9.2 While submitting the revised bid, contractor can revise the rate of one or more item (s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.

#### 8.2 Authority to sign the application:

- If an individual makes the application, it shall be signed by him above his full type written name and current address.
- 2. If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full type of written name & the full name of his firm with its current address.
- 3. If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.
  - 4. If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the memorandum of Articles of association duly attested by a Public notary. Clarification on tender document.

A prospective Tenderer requiring any clarification on the Tender Document may send their queries through email id. ewd@iitpkd.ac.in addressed to The Chairman, EWD, up to the date of pre-bid meeting. Clarifications will be provided along with the minutes of the pre-bid meeting. No further communication regarding clarification/queries will be entertained after the pre-bid meeting

- 8.3 Instructions for filling up the forms A & B
- 8.4 Bank Solvency in Form D
- 8.5. Letter of Transmittal

The applicant should submit the letter of transmittal as per the format attached (Annexure VIII).

#### UNDERTAKING BY THE BIDDER

(To be duly filled, signed, scanned and uploaded along with Cover 1 by the tenderer)

TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

To

Chairman, EWD

Name of the work: RENDERING HOUSE KEEPING SERVICES TO VARIOUS ACADEMIC BUILDINGS OF IIT PALAKKAD (TEMPORARY, NILA AND MAIN CAMPUSES)

Sir,

- 1. I/We hereby agree to abide by all terms and conditions laid down in the tender document.
- 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- 3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- 4. I/We shall provide trained sanitation/housekeeping workers.
- 5. I/We do hereby undertake that the neat and clean environment of the Institute shall be ensured by our Agency, as well as any other point considered by our Agency. Our Housekeeping Service shall be covered under "Fidelity Bond" through Insurance Agency for a minimum sum of Rs. Lakh (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
- 6. I/We agree to keep the tender open for 90 days from the date of opening of eligibility bid. Signature

(Name and Address of the Bidder) Telephone/Mobile No.

Note: The original shall be submitted to the Institute upon award of the Contract

#### FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

THIS DEED of Guarantee made this day of		<del></del> `
Bank) (hereinafter called the "Bank") of the one part and	(Name of the Ir	nstitute) (hereinafter
called the "Institute") of the other part.  2. WHEREAS	(Name of the Institute)	has awarded the
contract for Rendering House Keeping Services of var	ious buildings at IIT Palakkad f	or a contract of Rs.
_(Rupees in figures and words) (hereinafter called the		
(hereinafter called the "contractor").	,,	•
3. AND WHEREAS THE Contractor is bound by t	the said Contract to submit to	the Department a
Performance Security for a total amount of Rs.		
4. NOW WE the Undersigned (N	ame of the Bank) being fully auth	orized to sign and to
incur obligations for and on behalf of and in the name of	(Full	name of Bank),
hereby declare that the said Bank will guarantee the Dep	eartment the full amount of Rs (	Amount in figures
and words) as stated above.  After the Contractor has signed the aforementioned of	contract with the Institute the Bor	ok is angagad ta nav
<ol><li>After the Contractor has signed the aforementioned of the Institute, any amount up to and inclusive of the aforemention.</li></ol>		
Institute to indemnify the Institute for any liability of dama		
Contractor or the debts he may have incurred to any		
mentioned above, whether these defects or shortcoming		
Bank will deliver the money required by the Institute imn		
to the Contractor and without the necessity of a previous		
without it being necessary to prove to the Bank the shortcomings or debts of the Contractor. The Bank s		
notwithstanding any dispute/disputes raised by the Cont		
Court, Tribunal or Arbitrator(s) relating thereto and the		
unequivocal.		
6. THIS GUARANTEE is valid for a period of		
period for which this Guarantee will be valid must be for	at least six months longer than th	e anticipated expiry
date of the Contract period).	a ta addi callal Maha baadhada a sa	
<ol><li>At any time during the period in which this Guarante extension to the contractor or if the contractor fails to c</li></ol>		
stated in the contract, or fails to discharge himself of the		
above, it is understood that the Bank will extend this Gu		
time on demand by the Institute and at the cost of the co		'
8. The Guarantee hereinbefore contained shall not be a	affected by any change in the Con	stitution of the Bank
or of the contractor.		
9. The neglect or forbearance of the Institute in enforcer		
is intended to be hereby secured or the giving of time by	y the Institute for the payment he	reof shall in no way
relieve the Bank of their liability under this deed. 1 10. The expressions "the Institute", "the Bank" and "the	a Contractor" hareinhefore used	shall include their
respective successors and assigns.	e Contractor Hereimberore used	Shall include their
and the same and t		
IN WITNESS whereof I/We of the bank have	signed and sealed this g	juarantee on the
day of(Month)		
(year) being herewith duly authorized.		
For and on behalf of the		
B		
ank. Signature of authorized Bank official		
Name Designation		
I.D. No. Stamp/Seal of the Bank. Signed, sealed and delivered for and on behalf of the Ba	unk by the above named in the pro	esance of
orginal, scaled and delivered for and on behalf of the ba	and by the above hamed in the pre	Joenice OI.
Witness-1	Witness-2	
	Name	
	Address	
Signature	Signature	

#### ADDITIONAL INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a>)

#### 1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <a href="https://mhrd.euniwizarde.com/">https://mhrd.euniwizarde.com/</a> by clicking on the link "Bidder Enrolment".
- b) The bidders choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: <u>helpdeskeuniwizarde@gmail.com</u> for Account activation.
- g) As per portal norms Registration Fee will be applicable.

#### 2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### 3. BID PREPARATION

- a) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the documents that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

#### 4. BID SUBMISSION

a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

- b) The bidder can digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by the department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

#### 5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

#### 6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any gueries relating to the process of online bid submission or gueries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030606. 9355030608. 9055030613. 7903810198. 9315620706. 9355030623. 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com eprochelpdesk.06@gmail.com
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (https://mhrd.euniwizarde.com/) only.

#### **ANNEXURE VI**

### CHECKLIST FOR ELIGIBILITY BID

### (TO BE UPLOADED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

SI.	Essential Documents to be uploaded by		
No.	the bidder		
1	The bidder shall furnish, as part of the bid, an EMD (Earnest Money Deposit) for Rs. 56,000/- (Rupees Fifty Six Thousand Only) through ONLINE payment mode		
2	Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also shall be provided		
3	Undertaking as per format prescribed in Annexure-III		
4	Self-attested copy of the PAN Card		
5	Copy of Income Tax Returns of the last THREE FINANCIAL YEARS (2018-19, 2019-20, 2020-21).		
6	Self-attested copy of GST Registration Certificate		
7	Self-attested copy of the valid Registration Certificate of the Firm/Agency		
8	Self-attested copy of valid Provident Fund Registration Certificate		
9	Self-attested copy of valid ESI Registration Certificate		
10	Self-attested copy of valid License under Contract Labour (R&A) Act, 1970		
11	Proof of similar nature of works completed during last five years ending up to the previous day of the last day of submission of tenders as mentioned in the form B		
12	Annual Turnover of <b>Rs. 14 Lakh</b> on Housekeeping or related services, during each of the last THREE FINANCIAL YEARS (2018-19, 2019-20, 2020-21). At the time of submission of bid, contractor may upload an affidavit/certificate from CA mentioning financial turnover of the last three years and further details required may be asked from the bidder after opening of eligibility bid/ technical bid. Year in which no turnover is shown would also be considered for working out the average. To be submitted in form A		
13	Self-attested copy of ISO Certificate, if any		
14	Any other documents relevant to the bid (Please specify)		
15	Performance reports for each completed works mentioned in Form B- to be submitted in Form C		
16	Bank Solvency Certificate in Form D		
17	Annexure IV, V, VII, VIII, IX		

#### LETTER OF TRANSMITTAL

(To be duly filled, signed, scanned and uploaded along with e-cover 1 by the tenderer)

To The Chairman, EWD IIT Palakkad Tender no. 17/IITPKD/EWD/2022-23/005

## Sub: RENDERING HOUSE KEEPING SERVICES TO VARIOUS ACADEMIC BUILDINGS OF IIT PALAKKAD (TEMPORARY, NILA AND MAIN CAMPUSES) Sir.

Having examined the details given in notice inviting qualification application and tender and the qualification documents for the above work, I / We hereby submit the application for eligibility and the tender (financial bid) for the work duly filled in.

- 1. I / We hereby certify that all the statements made, and information supplied in the enclosed forms and accompanying statements are true and correct.
- I/ We have furnished all information and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
- 3. I / We submit the requisite solvency certificate and authorize the CHAIRMAN EWD, Engineering Works Department, EWD to approach the bank concerned to confirm the correctness of the certificate. I/We also authorize the CHAIRMAN, EWD to approach individuals, firms and corporations to verify our competence and general reputation.
- 4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed following works.

Name of work

Certificate from

- 5. I/We certify that the tender documents uploaded is the exact replica of the document published by the IITPKD and no alterations and additions have been made by me/us in the e- tender document.
- 6. I am /We are aware that the Financial bid submitted by me/us will not be opened if I/We do not become eligible after evaluation of my/our application for eligibility.
- 7. 1/We certify that the Proforma for EMD Declaration and Bank guarantee which was /were scanned and uploaded while submitting the e- Wizard.
- I/we agree that the technical submissions and presentations will become part of the contract.
- 9. I/We hereby agree to keep the bid open for 90 (Ninety) days from the date of opening of Eligibility bid and not to make any modification in its terms and conditions.

Seal of the Applicant

Date of submission

Signature(s) of the applicants

#### ADDITIONAL DOCUMENTS TO BE UPLOADED

#### (ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

#### A. Company Profile

Name of the Company/Bidder Legal Status

- (a) Individual
- (b) Proprietary firm
- (c) Partnership firm
- (d) Limited Company

Postal Address of the Registered Office

Telephone (Landline) No.

Mobile No.

Email Address (Official)

Name of the CEO/Director

Name(s) of the Partners (if applicable)

Registration No.

(Upload supporting document - Registered under the Companies Act, 1956/2013)

Type of Firm (Proprietary/Partnership/Private Ltd./Private/Cooperative/Govt. Undertaking/Any Other (Please upload necessary supporting documents).

Email Address and Contact Number(s) of CEO/Director

Year of Establishment

No. of Years of Operations

PAN in Firm's Name (Please upload necessary supporting document)

GST in Firm's Name (Please upload necessary supporting document)

Self-attested copy of valid Provident Fund Registration Certificate

Self-attested copy of valid ESI Registration Certificate

Self-attested copy of valid License under Contract Labour (R&A) Act, 1970

Self-attested copy of ISO Certificate, if any

#### B. Others

Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.? If 'yes' the details thereof (Please upload supporting document). Is any person working with the applicant a near relative of the Employees of IIT Palakkad? If yes, give details.

#### Note:

- <u>1.The</u> Institute reserves the right to summarily reject such bids, which are not accompanied by the evidencing documents, wherever asked for.
- 2. The bids of only those agencies who qualify the above-mentioned parameters will be considered for further evaluation.

#### INTEGRITY PACT

INTEGRITY PACT
То,
,
,
Sub: NIT No. 17/IITPKD/EWD/2022-23/005
Name of work: RENDERING HOUSE KEEPING SERVICES TO VARIOUS ACADEMIC BUILDINGS OF IIT PALAKKAD (TEMPORARY, NILA AND MAIN CAMPUSES)
Dear Sir,
It is hereby declared that IIT Palakkad is committed to follow the principle of transparency, equity and competitiveness in public procurement.
The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.
This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Institute.
Yours faithfully
Chairman, EWD

#### **INTEGRITY PACT**

To.

Chairman (EWD)
IIT Palakkad

Sub: RENDERING HOUSE KEEPING SERVICES TO VARIOUS ACADEMIC BUILDINGS OF IIT PALAKKAD (TEMPORARY, NILA AND MAIN CAMPUSES)

Dear Sir.

I/We acknowledge that IIT Palakkad is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIT Palakkad. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIT Palakkad shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

### To be signed by the bidder and the same signatory competent *l* authorized to sign the relevant contract on behalf of the Institute.

#### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at on this day of 20
BETWEEN
Director, IIT Palakkad represented through Chairman, EWD
IIT Palakkad Permanent Campus, Kanjikode, Palakkad, Kerala, (Hereinafter referred as the ' <b>Principal/Owner</b> ', which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)
AND .
(Name and Address of the Individual/firm/Company)
through
(Details of duly authorized signatory)
(Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
Preamble
WHEREAS the Principal / Owner has floated the Bid (NIT No. 17/IITPKD/EWD/2022-23/005 ) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for
hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the bid, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the bid process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the bid process or the contract execution.
- (c) The Principal/Owner shall endeavour to exclude from the bid process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1)It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the bidding process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the Contract execution:
- a)The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the bid process or execution of the Contract or to any third person any material or other benefit which he/she is

not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the bid process or during the execution of the Contract

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a bid but not both. Further, in cases where an agent participates in a bid on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential

or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the bidding process).

#### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the bid process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the bid process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti corruption approach or with Central Government or State Government or any other bid process
- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the bid process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the bid or violate its provisions at any stage of the bid process, from the bid process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT Palakkad.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed to terms and conditions that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- Legal And Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:
(For and on behalf of Principal/Owner)
(For and on behalf of Bidder/Contractor)
WITNESSES:
1
(signature, name and address)
2
(signature, name and address)
Place:
Dated :

#### FORM- A

## (To be duly filled, signed, scanned and uploaded a long with e-cover 1 by the tenderer) FINANCIAL INFORMATION

(Refer to the Para No. 7.1.2)

#### I Financial Analysis-

Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

SI	Details	Year ending 31 <sup>st</sup> March of 2019, 2020 and 2021		
No		2018-19	2019-20	2020-21
1	Gross annual turnover			
2	Profit (+)/Loss (-)			

- II. Financial arrangement for carrying out the proposed work.
- III. Income Tax PAN details
- IV. Solvency certificate from Bankers of Applicant.

SIGNATURE OF APPLICANT(S)

Signature of Chartered Accountant with seal

## FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK (SOLVENCY CERTIFICATE)

This is to certify that to the best of our knowledge and information that M/s Shhotonian having marginally noted address, a customer of our ban
Rs(Rupees(Rupees
).
This certificate is issued without any guarantee or responsibility on the bank or any of the officers. (Signature) For the Bank
NOTE: (1) Banker's certificates should be on the letter head of the Bank.
(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank