



IIT PALAKKAD

Indian Institute of Technology Palakkad
भारतीय प्रौद्योगिकी संस्थान पालक्काड

Nurturing Minds For a Better World

NOTICE INVITING TENDER FOR

**ANNUAL MAINTENANCE OF HORTICULTURE AND LANDSCAPE AREAS AT IIT
PALAKKAD DURING THE YEAR 2024-25.**

TENDER NO. 17/IITPKD/EWD/HORT/2024-25/011

Date/Time of Publication: 21/06/2024, 1500 hrs

Date/Time of Closing: 11/07/2024 1530 hrs

Engineering works Division
Indian Institute of Technology Palakkad
Near Gramalakshmi Mudralayam, Kanjikode West, Palakkad – 678 623
Email: ewd@iitpk.ac.in

COVER-1: ELIGIBILITY CUM TECHNICAL BID

TENDER NO. 17/IITPKD/EWD/HORT/2024-25/011

Date/Time of Publication: 21/06/2024, 1500 hrs

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**NAME OF THE WORK: ANNUAL MAINTENANCE OF HORTICULTURE AND
LANDSCAPE AREAS AT IIT PALAKKAD DURING THE YEAR 2024-25.**

Date and Time of opening of Eligibility cum Technical Bid (Cover-1)	11/07/2024, 1530 hours
Date and Time of opening of Financial Bid (Cover 2)	Will be intimated later to the eligible bidders through E - Wizard Portal.

**SIGNATURE OF THE BIDDER
NAME & SEAL**

The EE (Civil) EWD invites ONLINE percentage rate Bids (Cover-1: Technical Bid, Cover-2: Financial Bid) from eligible and experienced contractors for the work Annual Maintenance of Landscape Gardens and Landscape Areas at IIT Palakkad during the year 2024-25 in Nila Campus and Sahyadri (Main) Campus (Pudussery PO, Kanjikode West, Palakkad-678623). Interested bidders may submit their bids ONLINE at <https://mhrd.ewizard.in/>.

1.	Name of work	ANNUAL MAINTENANCE OF HORTICULTURE AND LANDSCAPE AREAS AT IIT PALAKKAD DURING THE YEAR 2024-25.
2.	Estimate Cost put to Tender	Rs. 42,90,791/-
3.	Earnest Money Deposit (EMD)	Rs. 85,816/-
4.	Time period for completion	12 Months (ONE YEAR)
5.	Validity of the tender	75 days from the date of opening of eligibility bid.
6.	Last Date for Submission of e-Tender	11-07-2024, 1500 hrs
7.	Date of Opening of the Eligibility cum technical bid	11-07-2024, 1530 hrs
8.	Date of Opening of the Financial bid (Cover 2)	Will be intimated later to eligible bidders through online in E- Wizard portal

Definition

Officer inviting tender : Chairman (EWD)
 Engineer in charge : Executive Engineer (Civil), EWD
 Accepting authority : Director, IIT Palakkad
 Standard schedule of rate : DSR 2020

Time allowed for submission of Performance security : 7 days

Maximum allowable extension with late fee at the rate of 0.1% of PS per day beyond the period of 10 days - 5 days.

No of days from the date of issue of letter of acceptance for recurring date of start : 7 days.

Sl. No.	Details	Description
1	Cover-1: Eligibility cum Technical Bid	Necessary Supporting documents as prescribed in Page No. 6,7,and 8 of the bid documents.
3.	Cover-2: Financial Bid	Financial Bid shall be submitted in the prescribed spreadsheet for the Scope of Work mentioned in Annexures I, II and III

GENERAL

- 1.1 Indian Institute of Technology Palakkad (hereinafter called "IITPKD") invites online **percentage rate tenders** under a two-bid System. The bid document consists of a schedule of quantities of various items to be executed, scope of works, terms and conditions of the contract and other necessary documents can be seen and downloaded from <https://mhrd.ewizard.in/>
- 1.2 The bids will be opened by the competent authority of IIT Palakkad on behalf of the IIT Palakkad
- 1.3 The bids shall be submitted online in E-Wizard Portal <https://mhrd.ewizard.in/>
- 1.4 The responsibility of submission of the bids on or before the last date shall rest with the tenderer.
- 1.5 The timeline for the bids submission is as mentioned below:

S. No.	Events	Date and Time
1	Publication of the Tender Document	21-06-2024, 1500 hrs
3	Last Date/Time for submission of ONLINE bids	11-07-2024, 1500 hrs
4	Opening of Eligibility Bid (Cover-1)	11-07-2024, 1530 hrs
5	Opening of Financial Bid (Cover 2)	will be intimated later through E-wizard portal

- 1.6 Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 1.7 The bidder shall bear all costs associated with the preparation and submission of his 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 IITPKD will respond to any request for clarification or modification of the Tender Document that is received up to TWO (02) days prior to the deadline for submission of bids prescribed by IITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD in writing at the address mentioned. Any such clarification, together with all details on which the clarification had been sought, will be published on the E-Wizard website.
- 1.9 Except for any such clarification by the Institute, which is expressly stated to be an addendum/Corrigendum to the tender document issued by the EE (Civil) EWD, IIT Palakkad, 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 EARNEST MONEY DEPOSIT (EMD)

1. The bidder shall furnish, as part of the bid, an EMD (Earnest Money Deposit) for **Rs.85,816/-** through ONLINE payment mode.
2. EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.
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.
4. EMD shall be forfeited, if the bidder withdraws his bid during the period of validity of the tender.
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.
6. EMD shall be forfeited, if the successful bidder fails to execute the Contract on specified timeline.
7. The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted from furnishing the EMD. Self-attested photocopy of a valid registration certificate should have specifically mentioned "**Horticulture Work & Annual Maintenance Contract for Gardens**" to be uploaded with the eligibility bid for exemption of EMD.

1.11 PERFORMANCE SECURITY

1.11.1 The successful bidder shall be required to furnish a Performance Security within 7 days of receipt of Letter of Intent/Work Order for **5% (of the contract value)** in the form of an Account Payee DD/Fixed Deposit Receipt/Bank Guarantee from a nationalized bank in an appropriate format in favor of Indian Institute of Technology Palakkad payable at Palakkad.

1.11.2 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.

1.11.3 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.

1.11.4 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. ADDENDUM / CORRIGENDUM IN THE TENDER DOCUMENT

- 2.1. At any time prior to the deadline for submission of bids, IITPKD

- 2.2. 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)/Corrigendum
- 2.3. Addendum/Corrigendum will be intimated through the E- Wizard portal and the bidders shall ensure that the addendums are carried out in the bid before submission. The addendums will not be published in newspapers. Bidders should regularly visit the E-Wizard portal to keep themselves updated.
- 2.4. No extension in the bid due date/ time shall be considered on account of delay in submission of bid.

3. COMPOSITION OF THE TENDER DOCUMENT

3.1 The Tender Document comprises of:

Eligibility cum Technical Bid (Cover 1)

- (a) Schedule of Quantity (Annexure-I)
- (b) Scope of Work (Annexure-II and III)
- (c) Undertaking by the Bidder (Annexure-IV)
- (d) Format of Performance Security (Annexure-V)
- (e) Checklist for Eligibility Bid (Annexure VI)
- (f) Letter of transmittal page (Annexure VII)
- (g) Additional documents to be submitted (Annexure VIII)
- (h) Integrity Pact (Annexure IX)
- (i) Nature of similar works completed (Form B)
- (j) Additional information for completed works (Form C)

Financial bid (Cover 2)

- (k) Terms and conditions of contract
- (l) Schedule (Appropriate format uploaded in Cover II)

4. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

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. Bids submitted in any mode other than ONLINE will be rejected outright. **The bidder shall furnish eligibility documents as part of the technical bid.** No

prices should be included in the technical bid. Financial Bid should be filled as per the financial bid document.

6. ELIGIBILITY CRITERIA

6.1. Tenderers who fulfill the following criteria are eligible to submit the Eligibility bid Technical bid and Financial bid.

6.1.2 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.17 Lakhs

or

b. Two similar completed works each costing not less than Rs.26 Lakhs

or

c. One similar completed work costing not less than Rs. 34 Lakhs

and

“Cost of work” for this clause shall mean completed cost as mentioned in the final bill for horticulture maintenance services, carried out under a 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 maintenance of Horticulture work by engaging necessary manpower, material, and equipment etc. Civil and electrical maintenance experience will not be considered as eligible work. 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.

6.1.3. The applicant should own sufficient equipment for proper and timely execution of the work.

6.2 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.

6.3. Provide the Memorandum of Understanding in case the bidder comprises Partnership/Consortium/Joint Venture.

6.4. Submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership.

6.5. 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.

6.6. 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.

6.7. Submit copies of all the documents required, duly self-attested, along with the Eligibility bid of the tender.

6.8. 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.

6.9. Digitally signed tender documents should be uploaded with the sign and stamp of the Competent Authority of the Agency.

6.10. ESI and EPF/GST Registration Certificates as per Provisions of Contract Labour (Regulations and Abolition) Act 1970 applicable to the workers) should be uploaded.

6.11. Valid Contract license under the Contract labor (Regulation and Abolition) act 1970 from Labour Commissioner's Office) should be uploaded

6.12. The agency shall specifically ensure compliance of various Laws/Acts, applicable to workers including but not limited to the following and their e-enactments/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

7. BID SUBMISSION

7.1. The Eligibility Bid cum technical and Financial Bid shall be submitted ONLINE through the e-Wizard portal mentioned as Cover-1 and Cover-2 respectively. All the two covers to be uploaded before the last date and time of submission.

7.2. Bids submitted in any mode other than ONLINE will be rejected outright.

7.3. Documents establishing conformity of the terms and conditions of the Tender Document shall be provided along with the bid.

7.4. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST shall be furnished.

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'.
2. 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. Documents submitted in connection with the tender will be treated as confidential and will not be returned.
6. Contractor must ensure the quote rate of each item.
7. Tenderers are requested to comply following instructions:
8. 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. 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:

1. 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.
5. 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 Executive Engineer (Civil). No further communication regarding clarification/queries will be entertained.

9. PERCENTAGE CONTRACT

The bidder should quote percentage above / below on the total amount of tender in percentage rate tender. If the tenderer does not quote any percentage above / below on the total amount of tender the tender shall be treated as invalid and will not be considered as lowest tender.

10. CONFORMITY OF THE TENDER DOCUMENT

The bid document consisting of specifications, the schedule of quantities of various items to be executed and the terms and conditions of the contract and other necessary documents except Standard General Conditions of Contract can be seen in the tender document.

11. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for a period of 75 days after the date of deadline for submission of bids prescribed by the Institute.

12. MODIFICATION AND WITHDRAWAL OF BIDS

The bidders may modify or withdraw the bid after submission only through ONLINE mode, within the period of deadline for submission of bids. No bids can be modified subsequent to the deadline for submission of Bids. No bids can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period.

13. CLARIFICATION OF BIDS

During the bid evaluation, the Institute may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be through ONLINE mode ONLY and no change in the price or substance of the bid shall be sought, offered or permitted.

14. AWARD CRITERIA

The competent authority on behalf of the IIT Palakkad does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions is not full fill including that of conditional rebate is put forth by the bidders shall be summarily rejected. The competent authority on behalf of the IIT Palakkad reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform at the rates quoted.

15. INSTITUTE RIGHT TO ACCEPT/REJECT BIDS

The Institute reserves the right to accept or reject any bid or to annule the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

16. AWARD OF WORK/PURCHASE ORDER

Prior to the expiration of the period of bid validity, the institute will issue the Letter of Intent / Work Order to the successful Bidder in writing. The Work Order will form part of the Contract.

17. CONTRACT AGREEMENT

Within Seven (7) days of receipt of the work order, the successful Bidder shall sign and date its copy on each page and return it to the EE (Civil) EWD, along with the Performance Security. Copy of Work Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.

18. CONTRACT DOCUMENTS

All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole. The order of precedence of the Contract documents shall be as follows:

1. Contract Agreement
2. All other Forms
3. Bid documents

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

19. CONTRACTORS RESPONSIBILITIES

The Contractor's obligations involve:

The work shall be executed as per Schedule of quantity / CPWD specifications (Horticulture and landscaping 2020) and as per direction of Engineer /officer in charge of IIT Palakkad.

1. For carrying out the above job the contractor has to make his own arrangements for tools,tackles and measuring equipment, measuring meters, safety and protective devices for carrying out the work.
2. Please note maintenance should be in such a way that there shall not be any hindrance to the user.
3. During emergencies like rain etc., manpower has to work beyond specified work hours, as required.
4. Contractors should deploy landscape staff having experience in handling maintenance and have the ability to do landscape works.
5. As the work involved is quite specialized and continuous monitoring is required, absenteeism of the contractor's employees will not be tolerated. The officer incharge is authorized to make penal deductions in the bills for the absenteeism and non-compliance of the work. The contractor will ensure proper supervision all the time. In case of deficiency penalty will be imposed.
6. All the labor and expertise are included in the scope of work. No extra payment will be made for carrying out routine documentary and preventive maintenance.
7. It is presumed that the contractor will deploy skilled manpower as required.

8. All the assured works should be attended immediately, in case frequency / work demands more manpower, Payment for the additional manpower will be made extra based on minimum wages as per recent amendment plus contractor profit.
9. It is fully the contractor's responsibility to deploy qualified Supervisor and helpers with relevant experience.
10. Contractor will ensure consistency of work and workforce, correct troubleshooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain a healthy environment and reliable services.
11. It is purely the contractor's responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.
12. Contractor will ensure that the deployed staff should have basic qualification and capable of handling work as stipulated in scope of work.
13. In case of delay, repetition of work, non-compliance, inadequate staff etc. penalty will be imposed as per the penalty clause mentioned in terms and conditions.
14. Minimum wage of the staff should not be less than minimum Wage Act applicable to the respective category/experience.
15. Contractor will submit the details of minimum wages as per Minimum Wage Act. as applicable to the respective category/Experience at the time of submission of Tender.
16. Contractor will submit their detailed scheme to carry out the above work along with the tender. In case of error in typing, report of different figures, only stringent conditions will apply.
17. Daily Performance reports with real photos with watermark of date and time before the start of the work and at the end of the day should be submitted to the Engineer incharge on daily basis as per the schedule mentioned in the ANNEXURE I to III

Identity card: The contractor must issue an identity card to his workers/supervisors and submit a police verification certificate for all workmen engaged by him along with supervisors to the Institute.

20. TIME ALLOWED FOR CARRYING OUT THE WORK

The time allowed for carrying out the work will be **12 Months** from the date of start. The date of start shall commence from the 7th day of issue of acceptance. The agency shall complete the work within the period specified in the tender document and sign the work order or within the period mutually agreed between Institute and Contractor.

21. TERMS OF PAYMENT

No Advance payment will be made. Monthly running account bill shall be made by the Engineer in charge as per the Execution of items in the BOQ. Final bill shall be finalized and paid by the Engineer incharge. The gross value of work to be done since the last running account bill for being eligible to interim payment is Rs. 3.5 Lakhs.

22. BILLS SUBMISSION

The interim or running account shall be submitted by the contractor for the work executed on the basis of such recorded measurement in a computerized measurement book format in triplicate before 5th every month. In the event of failure of the contractors to submit the

bills no claims whatsoever due to delay on payment including that of interest shall be payable to the contractor. All interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and re constructed or re erected. The interim payment will be on the basis of a certificate from the officer in charge to the effect that the work has been completed up to the level in question to make interim payment. No running account bill shall be paid for the work till the applicable labor licenses registration with EPFO, ESIC and BOCW Welfare board, whatever applicable are submitted to the Engineer in charge.

23 TAXES AND DUTIES

The Contractor should ensure payment of all taxes, GST duties, levies and charges assessed by all municipal, state or national government authorities, in connection with the Goods and Services supplied under the Contract. Nothing extra shall be paid on any account. Rates quoted shall be inclusive of taxes and duties

24. SPECIFICATION TO BE FOLLOWED FOR EXECUTION OF WORK

Schedule of quantity / CPWD specifications (Horticulture and landscaping 2020) and as per direction of Engineer /officer in charge of IIT Palakkad.

25. TIME AND EXTENSION

The time allowed for execution of work shall be the essence of the contract. If the contractor commits default in commencing the execution of work, the performance guarantee or performance security shall be forfeited by the Engineer in charge and shall be at the disposal of government without prejudice to any other right or remedy available in law.

The contract period will not be extended.

26. EFFECT OF FORCE MAJEURE

If the agency is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the Institute in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event. The Contractor/Contractor, when affected by the event of Force Majeure, shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to the Institute right to terminate the Contract.

No delay or non-performance by the contractor caused by the occurrence of any event of Force Majeure shall:

Constitute a default or breach of the Contract.

Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY days or an aggregate period of more than SIXTY days on account of one or more events of Force Majeure, the institute shall have the right to terminate the Contract by giving a notice to the contractor.

27. LIQUIDATED DAMAGES

If the contractor fails to maintain the required progress in terms of the schedule of quantity or to complete the work and clear the site on or before the contract date of completion pay as compensation for at the rate of **2.5%** of the accepted tendered value per months of delay to be computed on per day basis subjected to maximum of 10% of the accepted tendered value. The Officer-in-charge is authorized to deduct any amounts as determined by the institute from the amounts due to the Contractor for any deficiency in services provided by the Contractor.

28.ASSIGNMENT

The agency shall not assign to any third party of the awarded Contract or any part thereof without the prior written consent of the Institute

29. GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with the laws of India.

30. Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

I. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chairman (EWD), or where there is no Chairman (EWD) request the Director, IIT Palakkad who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from Chairman (EWD) / Director, IIT Palakkad.

The constitution of the Dispute Redressal Committee (DRC) shall be as indicated in bid. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. The DRC will submit its decision to the concerned Chairman (EWD) / Director, IIT Palakkad for acceptance. Chairman (EWD) in a time limit of 30 days from receipt of DRC decision will convey acceptance or other wise on the said decision .If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the Chairman (EWD) / Director, IIT Palakkad fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (Chairman (EWD) the neither party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), Chairman (EWD) / Director, IIT Palakkad or on expiry of aforesaid the time limits available to DRC / Chairman (EWD) / Director IIT Palakkad may give notice to the Chairman (EWD) / Director, IIT Palakkad for appointment of arbitrator under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration. Director , IIT Palakkad shall be appointing authority to appoint the sole arbitrator within 30 days of receipt of such a request and refer such disputes to arbitration. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and

giving reference to the decision of the Chairman (EWD) / Director, IIT Palakkad on the finding / recommendation of DRC. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority. The arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. This fee shall be shared equally by parties The place of arbitration shall be Palakkad.

DISPUTE REDRESSAL COMMITTEE

Claim Amount	Up to 25 lakhs	More than 25 lakhs
Chairman	Chairman (EWD)	Director, IIT Palakkad
Member	Assistant Registrar (F&A)	Chairman (EWD)
Member	Vice Chairman (EWD)	Registrar
Presenting Officer	Executive Engineer, EWD	Executive Engineer, EWD

31. ACCEPTING AUTHORITY

The accepting authority - Director , IIT Palakkad.

32. AUTHORITY FOR FIXING LIQUIDATED DAMAGES - Chairman (EWD)

Annexure I
Schedule of Quantity

Item No.	Description of Item	Qty	Unit	Rate (Rs)	Amount (Rs)
NAME OF WORK: ANNUAL MAINTENANCE OF HORTICULTURE AND LANDSCAPE AREAS AT IIT PALAKKAD DURING THE YEAR 2024-25.					
1	Maintenance of lawns, hedges, shrubs, ground cover area, other plants, and trees components, within the lawn and ground cover area on day-to-day basis by watering using hosepipe, drip and Sprinkler available in the campus, weeding, and on regular interval as required application of pesticides, fungicides, etc., periodically, mowing in an interval of one month, manuring, and renovation of damaged lawn ground cover area, trimming, pruning, thinning, designer hedge cutting, replacement of dead plants. Removal of grass weeds and shrubs within the lawn and ground cover area using brush cutter or manually by forking within the Nila and Sahyadri campus (D03 area, Waterbody 1 & 2 waterside area). Sweeping dried leaves over the lawn and ground cover area falling from the standing trees at site once in a day and also maintenance of other garden related works as directed by Officer-in-charge. The rate includes ESI and PF for employees as per government rules, providing required machines, tools, and fuel (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide will be provided by the Department & lawn mower and brush cutter with fuel and other T & P material/articles shall be provided by the contractor.) The work needs to be carried out in the locations in Nila and Sahyadri campus of IIT Palakkad as attached in the Annexure IA and IB of the Tender document.	23,967	Per Sq M per year	60.98	2077406
2	Complete Maintenance of trees inside Nila and Sahyadri campus (outside garden features) jobs like making of Basin at regular intervals i/c watering, weeding, Pruning, and application of Fertilizer etc. (excluding the cost of material which shall be supplied by the department and T & P material/articles required for operation of this item shall be provided by the contractor). Payment shall be limited to numbers not	6073	Nos.	190.2	1155085

	exceeding 6073 numbers list of free reference Annexure 1B.				
3	Maintenance of earthen potted plants in displayed in various buildings including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer in charge (For Earthen pot 750 Nos). Note: The rate per month shall be one by twelfth of the rate quoted.	750	Per Year	402	301500
4	Labour Charges (semiskilled) for operating brush cutters on required basis for cleaning of Bushes inside Nila and Sahyadri campus as instructed by Engineer In charge. Brush cutter and Fuel for running the brush cutter will be provided by the Institute. The work needs to be carried out in the locations as attached in the Annexure IV of the Tender document. The rate includes ESI and PF for employees as per government rules.	720	Man days	890	640800
5	Supply of materials for the maintenance of lawns, ground covers, hedges and plants. The rate is inclusive of transportation charges and applicable GST etc. and remains fixed for the contract period.				
5.1	Green Field Manure/Farm Yard Manure/Dried Cattle Dung	1000	Kg	20	20000
5.2	Neem Cake (Organic Manure)	500	Kg	30	15000
5.3	Vermicompost (Organic Manure)	1000	Kg	15	15000
5.4	VAM (Bio Fertilizer)	100	Kg	100	10000
5.5	Neem oil (Bio Pesticide)	20	Lts	800	16000
5.6	Imidacloprid (Neonicotinoid)	10	Lts	1000	10000
5.7	Saaf (Fungicide)	50	Kg	600	30000
Total (Inclusive of all taxes and other charges if any)					42,90,791/-

ANNEXURE IA

List of Garden Areas under AMC inside Nila and Sahyadri campus

Sl.no	Area of Garden Maintenance	Unit	Area
1	Main Entry (LHS)	Sqm	300
2	Main Gate to Kaapi (RHS)	Sqm	450
3	Agora (Auditorium)	Sqm	1140
4	Samgatha	Sqm	905
5	Manogatha	Sqm	550
6	Bageshri	Sqm	486
7	Kaapi	Sqm	190
8	Brindavani Road	Sqm	460
9	Canteen & Tilang Hostels	Sqm	250
10	Service Road	Sqm	200
12	Hilltop Garden	Sqm	760
13	Creeper Walkways	Sqm	160
14	Mango Orchard	Sqm	150
15	Director's Bungalow	Sqm	2862
16	Dr. APJ Abdul Kalam Block	Sqm	1204
17	Water Body 1	Sqm	5000
18	Water Body 2	Sqm	5000
19	Waterbody 5	Sqm	5000
20	Coconut Palmatum	sqm	4000
21	Tree and turf	sqm	5000
	Grand Total	Sqm	34067

ANNEXURE IB

Area wise Tree list inside Nila and Sahyadri campus

Sl.no	Tree Planted areas	Unit	Quantity
1	EWD Office	Nos	130
2	Dense Forest 1	Nos	1299
3	Swale	Nos	138
4	Labs, Cricket ground	Nos	147
5	Evergreen Forest	Nos	1551
6	Main-axis	Nos	153
8	Dense Forest 2	Nos	1004
9	TPQA Office	Nos	35
10	Trees & Turf	Nos	285
11	Kedaram	Nos	40
15	Service Road	Nos	101
16	Mango Orchard-Nila	Nos	60
17	Waterbody 5	Nos	500
18	Dr. APJ block to Kedaram	Nos	630
	Grand Total		6073

ANNEXURE II

DETAILED SCOPE OF WORK

a) All plant materials shall be healthy, sound, and vigorous, free from plant diseases, insects, pests, or their eggs, and shall have healthy, well-developed root systems. Replacement of dead or decayed plants by new ones whenever necessary at free of cost and maintaining ever fresh looking garden landscape and keeping them in good condition till the entire maintenance period inside Nila and Sahyadri campus.

I. Lawns:

1. The scope of maintenance work includes maintenance of Lawns shown in the list with areas shown against each of them inside Nila & Sahyadri campus.
2. Maintenance of Lawn has to be carried out on a day-to-day basis utilizing the required manpower, implements, regular watering mowing, weeding and improving the soil with the required amount and type of manure at the specified intervals.
3. The quantity of manure and the insecticides mentioned is only the minimum, and the quantity required to keep the lawns healthy, and tidy are deemed to have been included in the scope of work.
4. Planting of grass required to make the lawn uniform is deemed to have been included in the scope.
5. The frequency of mowing the lawn shall not be more than one month interval and is to be selected in such a way that the health and appearance is not affected and depends upon the type of grass.
6. Hedges need to be trimmed once in a month; the appearance needs to be maintained.
7. Sweeping dried leaves falling within the lawn area from the standing trees on the lawn twice a day.
8. During rainy days, **laborers** should be engaged to uproot prosopis, cassia saplings, and other weed plants as directed by the Officer-in-charge.

II. Ground Covers:

1. Maintenance including watering, weeding, Gap filling and renovation on required intervals.
2. The quantity of manure and the insecticides mentioned is only the minimum, and the quantity
3. required to keep the ground cover healthy, and tidy are deemed to have been included in the scope of work.
4. Planting of ground cover to make the cover uniform is deemed to have been included in the scope.

III. Trees inside Nila Campus:

1. Tree branches obstructing the streetlight should be trimmed frequently as and when required.
2. Tree branches obstructing the sign board need to be trimmed regularly as and when required.
3. Tree branches which are protruding the house, or any other structure need to be trimmed inside .
4. Shallow basins around the trees with radius of 1' wide and 0.6" depth to be maintained.
5. During the period from September to October Manuring of fruit trees to be done with Vermicompost @ 200 gms/Tree.

6. Removal of fallen leaves (fronds) on roadside and disposal to the designated area within the campus as decided by the officer in charge.
7. During rainy days & cyclones, the laborers should be readily available to attend emergency situations including during night hours.

IV) Trees Inside Main Campus along Main axis from Main gate to Water body 1, Tree & Turf area, Dense forest 1 & 2, Swale, Waterbody 5, Evergreen Forest:

1. Water suckers arising up to 4 feet high from the bottom should be trimmed frequently.
2. Ensure proper Staking to the trees with available sticks for keeping trees sturdy . no abrasion to be found while stacking the plants.
3. Shallow basins around the trees with radius of 2' wide and 0.4" depth to be maintained.
4. During the period from April- June Manuring of trees to be done with Vermicompost @ 200 gms/Tree.
5. Pruning of Dead and diseased branches on regular intervals.
6. During rainy days & cyclones, the laborers should be readily available to attend emergency situations including during night hours.
7. Dead Trees to be replaced with the same specs.

IV. Water Body 1 & 2 , Main Campus

1. Alternative days watering in non-monsoon seasons and removal of weeds from Chrysopogon zizanioides & Elephant grass.
2. Need to trim to maintain Bamboo trees @ 60 cm height.
3. Thinning of Chrysopogon zizanioides & Elephant grass and gap filling as per requirement.

V. Nursery & Pot Plants, Nila Campus:

1. Maintaining the existing plants with proper watering, manuring, and weeding.
2. Propagation of the selected plants as per their correct propagation methods.
3. Repotting of existing plants at regular intervals.
4. Transporting and displaying ornamental plants for the various functions in the campus.
5. Maintenance of potted plants kept at various locations/buildings in the campus.
6. Necessary mud pots needed for potting will be supplied by IITPKD.
7. Manuring of pots with Vermicompost & Neem cake @ 50 Gms each per pot.
8. Painting of pots on a monthly interval.

VII. Resource Requirement

MANPOWER:

The contractor should ensure to maintain adequate manpower not less than 11+1 (11 workers + 1 supervisor) on all working days and also arrange a pool of stand-by horticulture staff. In case any horticulture staff is absent from the duty/left the work, the new worker of equal status shall be provided by the contractor from an existing pool of horticulture staff with prior intimation and approval from Engineer incharge

ANNEXURE- III

LIST OF LANDSCAPE FEATURES or SCHEDULE

1. Nila Campus, IIT Palakkad, Kanjikode

Sl. No.	Landscape feature	Major Tasks	Schedule
1	Lawn area	Irrigation	Summer Season: once in 2 Days. Rainy Day: Not required. Winter season: once in 3 Days. Timing: Irrigation to be done Before 6 AM to 9 AM or after 4 PM to 6 PM
		weeding	Daily
		Mowing	Periodically in an interval of one month. The time should not exceed one month (30 Days)
		Manuring or Pesticide application	Periodically in an interval of one month following mowing. (30 Days)
		Renovation of Damaged lawn	When ever Required
2	Ground covers	Irrigation, Weeding	Summer Season: once in 2 Days. Rainy Day: Not required. Winter season: once in 3 Days. Timing: Irrigation to be done before 6 AM to 9 AM or after 4 PM to 6 PM
		Manuring	Monthly (30 Days once) Application Time : After 4 PM
3	Hedges	Irrigation	Summer : once in 3 Days . Rainy Day: Not Required. Winter: once in Seven days. Timing: Irrigation to be completed before 6 AM to 9 AM or after 4 PM to 6 PM
		Trimming or Pruning	Periodically once in a month

			(30 days)
		Thinning	Removal of dead and diseased plant parts on an everyday basis.
		Manuring & Pesticide Application	Application of Pesticide Imidacloprid @ 2 ml/Ltr immediately after Trimming and Fertilization with Vermicompost @ 100 Gms/ Sq.MT (45 Days once) Application Time: After 4 PM
4	Flower Beds	Irrigation	Summer Season: once in 2 Days. Rainy Day: Not required. Winter season: once in 3 Days. Timing: Irrigation to be completed before 6 AM to 9 AM or after 4 PM to 6 PM
		Trimming or Thinning	Removal of dead and diseased plant parts on every day basis
		Manuring or Pesticide application	Application of Neem Cake @ 100 Gms/Sq Mt and 200 Gms of Vermicompost @ monthly interval Application time : after 4 PM
5	Creepers	Irrigation	Summer Season: once in 2 Days. Rainy Day: Not required. Winter season: once in 3 Days. Timing: Irrigation to be completed before 6 AM to 9 AM or after 4 PM to 6 PM
		Pruning or Training	Pruning at 15 days interval and training to be done on supporting structures.
6	Planter Boxes	Irrigation	Summer: Once in 3 Days Rainy Day : Not Required Winter Season: Once in 7 Days
		Manuring	Application of 2 Kg of Vermicompost /Planter box @ 3 Months interval . For fungal infection : SAAF- 5g/liter of water. For Biting and Sucking pest Neem Oil @ 2ml/Lit of Water Timing: After 4 PM

		Pruning	Dead or Diseased branches to be removed on daily Basis
7	Pot Plants	Irrigation	Alternate days for Outdoor pots and weekly Twice for Indoor pots
		Manuring	Earthing up and Mixing of Vermicompost @ 50 Gms/pot on Monthly Basis (30 days once).
		Potting or Repotting	When and where required
		Painting	Painting of pots on Monthly interval
8	Specimen Plants	Irrigation	Summer Season: once in 2 Days. Rainy Day: Not required. Winter season: once in 3 Days. Timing: Irrigation to be completed before 6 AM to 9 AM or after 4 PM to 6 PM
		Pruning or Training	Trimming of Specimen Plants on Desired Shapes. To be carried out at 20 days interval
		Manuring	Manuring with Neem cake @ 150 Gms/ Plant or Vermicompost @ 2 Kg. at a 2 month interval. Timing: after 4PM
		Pesticide Application	Application of Neem Oil @ 2ml/1 lt of water and Saaf @ 2 Gms/ 1 lt of water
9	Fruit trees	Irrigation	Summer season: Irrigation once in 7 days Winter : 15 Days once Rainy Day: Not Required Timing: Irrigation to be completed before 6 AM to 9 AM or after 4 PM to 6 PM
		Pruning ,Pest or Disease Management	Dead and diseased branches to be removed and Terminal pruning and Trimming to be done before onset of Monsoon
		Manuring	Organic manure such as Vermicompost,Neem cake, need to be applied at a rate of 100 g to 500 g depends on the age of tree/shrubs

		Weeding or Trench Making	Periodically (in an interval of one month, Providing and maintaining sunken beds for trees by removing the weeds and silt deposited on the bed.
10	Avenue Trees	Irrigation	Summer season: Irrigation once in 7 days Winter : 15 Days once Rainy Day: Not Required Timing: Irrigation to be completed before 6 AM to 9 AM or after 4 PM to 6 PM
		Manure	Organic manure such as Vermicompost,Neem cake,need to be applied at a rate of 100 g to 500 g depends on the age of tree/shrubs
		Pruning	Removal of dead and diseased branches on regular intervals. Pruning of Branches which are obstructing the ways and roads on regular basis
		Pest Management	If the large branches of the trees are pruned, the cut wounds are need to be applied with fungicide (SAAF/Bavistin at a rate of 5g/liter of water) paste to protect from fungal diseases. Confidor/Oberon for sap feeders at a rate of 3 ml/liter.

LIST OF LANDSCAPE FEATURES or SCHEDULE

2. Sahyadri Campus, IIT Palakkad, Kanjikode

Sl. No.	Landscape Feature	Major Tasks	Schedule
1	Water Body 1 & 2	Irrigation	<p>For Chrysopogon zizanioides or Bamboo Hedge: Summer : Twice in a week Winter : Once in a week Rainy Day: Not Required</p> <p>For St. Augustine Grass: Summer : once in 2 Days Winter: Twice in a week Rainy Day : not required . water provision with petrol pump, Hose and fuel is under contractor scope.</p>
		Trimming , Pruning or Mowing	Periodically at an interval of 2 months. Removal of unwanted and disease infected plants and disposal of plant debris in the collecting yard. Bamboo Plants need to be maintained at the height of 60 cm. Thinning and gap filling to be done wherever required as per instruction. Buffalo grass to be trimmed at a 30 day interval.
		Weeding or Bed Preparation	Weeding to be done on a daily basis . Providing and maintaining sunken beds for the Bamboos by removing weeds and silt. Depth of sunken beds should nor exceed 0.6”
		Manuring	Vermicompost @ 100 Gms/Sqm to be applied at 40 days interval
2	Swale	Irrigation	<p>For Chrysopogon zizanioides or Bamboo Hedge: Summer : Twice in a week Winter : Once in a week Rainy Day: Not Required</p> <p>For St. Augustine Grass: Summer : once in 2 Days</p>

			<p>Winter: Twice in a week</p> <p>Rainy Day : not required . water provision with petrol pump, Hose and fuel is under contractor scope.</p>
		Trimming, Pruning Mowing	<p>Periodically at an interval of 2 months. Removal of unwanted and disease infected plants and disposal of plant debris in the collecting yard. Bamboo Plants need to be maintained at the height of 60 cm.</p> <p>Thinning and gap filling to be done wherever required as per instruction. Buffalo grass to be trimmed at a 30 day interval.</p>
		Manuring	Vermicompost @ 100 Gms/Sqm to be applied at 40 days interval
3	Tree Maintenance at Main Road from Main gate to water body 1, Cricket ground, Tree & Turf, main axis, Evergreen Forest & Water body 5	Irrigation	<p>Summer : Once in a week</p> <p>Winter : Once in 15 Days.</p> <p>Rainy Days : Not required . on non rainy days Water arrangements under contractor scope with petrol pump, Hose and fuel.</p>
		Manuring	Manuring with VAM @ 30 Gms/Plant annually and vermicompost @ 200 Gms/Plant @ 3 months interval
		Pruning	Removal of dead and diseased branches on regular intervals. Pruning of Branches up to 3 feet clear trunk on regular basis. Proper stacking on a regular basis without damaging the trees and Branches.

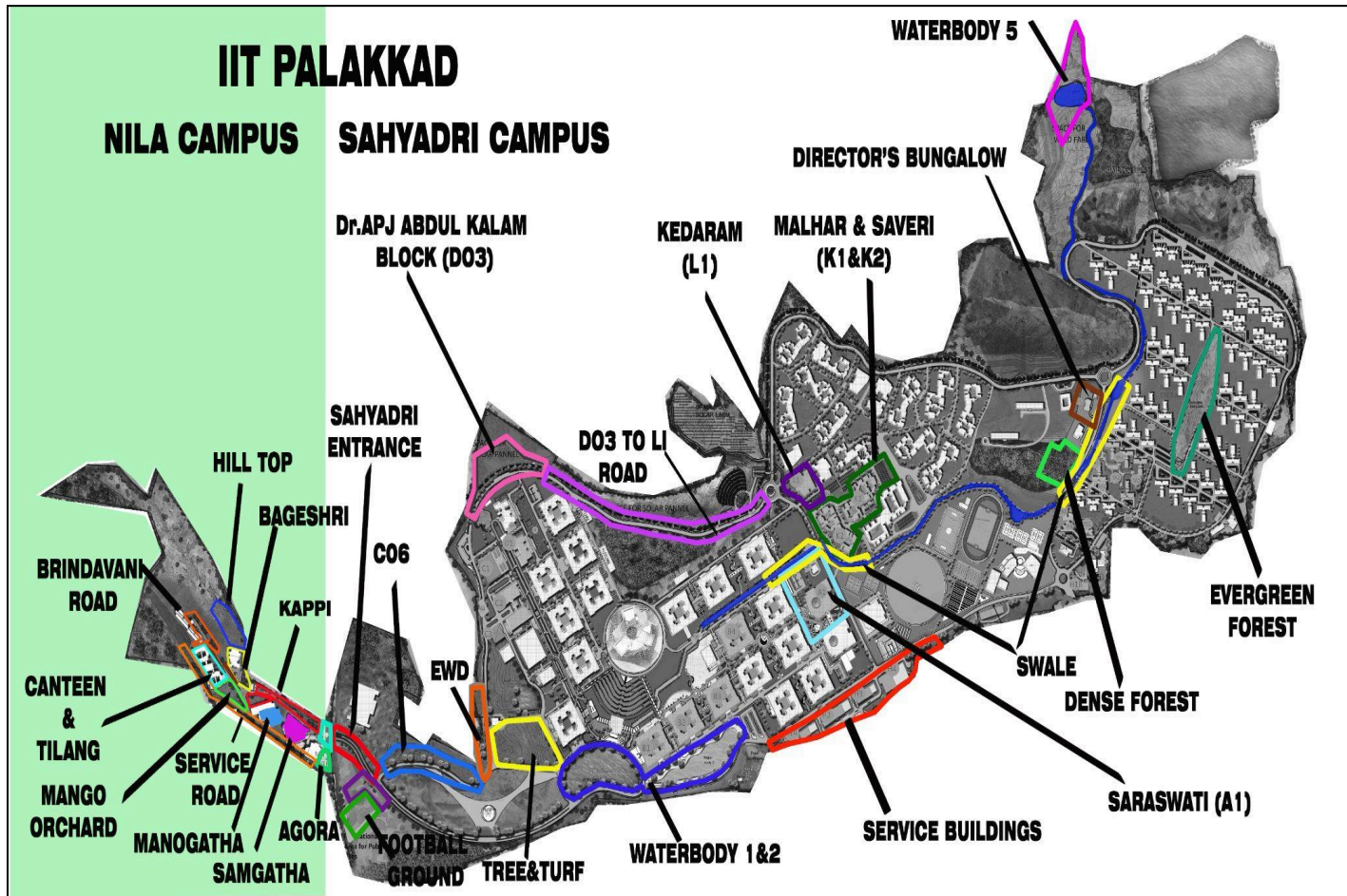
ANNEXURE- III A

AREAS FOR BRUSH CUTTING IN NILA AND SAHYADRI CAMPUSES

The frequency of the Brush cutting works will be informed by the officer In charge the work should be carried out as per the mentioned schedule.

- 1 Sahyadri entrance and main access area
- 2 Sangraha premises, football ground, debris yard and road area
- 3 RMU, metering cubicle, DP structure inside and outside the campus near railway line and at substation
- 4 C06 peripheral premises and STP area.
- 5 EWD and TUV Office surrounding areas
- 6 Tree and Turf entire area
- 7 Waterbody 1 peripheral area
- 8 Waterbody 2 peripheral area
- 9 Service building premises including HSD tank peripheral area
- 10 Swale areas in front of Hostels, A01 drainage and Director bungalow area
- 11 Dense forest-1,2 inside areas
- 12 Director's bungalow in and around areas
- 13 Evergreen forest inside area and outside peripheral
- 14 Waterbody 5 in and around areas
- 15 Kedaram peripheral area
- 16 Hostel block including Kedaram, Malhar and Saveri in and around areas
- 17 Saraswati block premises, peripheral and around areas
- 18 Dr. APJ Abdul Kalam Block(D3) premises and tree plantation from D3 to Kedaram
- 19 Service road, building premises and hilltop area in Nila campus

DRAWING ATTACHED SEPARATELY



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 : ANNUAL MAINTENANCE OF HORTICULTURE AND LANDSCAPE AREAS AT IIT PALAKKAD DURING THE YEAR 2024-25.

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 horticulture 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 horticulture 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)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Institute) (hereinafter called the "Institute") of the other part.
2. WHEREAS _____ (Name of the Institute) has awarded the contract for _____ for a contract of Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized 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 Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is engaged to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written order from the Institute to indemnify the Institute for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Institute immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Institute any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Institute agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Institute and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Institute in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Institute for the payment hereof shall in no way relieve the Bank of their liability under this deed. 1
10. The expressions "the Institute", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the

Bank. 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 Bank by the above named in the presence of:

Witness-1
Name
Address
Signature

Witness-2
Name
Address
Signature

CHECKLIST FOR ELIGIBILITY BID

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

Sl. No.	Essential Documents to be uploaded by the bidder
1	The bidder shall furnish, as part of the bid, an EMD (Earnest Money Deposit) for 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-VIII
4	Self-attested copy of the PAN Card
5	Copy of Income Tax Returns of the last THREE FINANCIAL YEARS (2020-21,2021-22, 2022-23).
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	Self-attested copy of ISO Certificate, if any
13	Any other documents relevant to the bid (Please specify)
14	Performance reports for each completed works mentioned in Form B- to be submitted in Form C
15	Annexure IV, V, VII, VIII, IX, X

LETTER OF TRANSMITTAL

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

To

Chairman (EWD)

Sub: **ANNUAL MAINTENANCE OF HORTICULTURE AND LANDSCAPE AREAS AT IIT PALAKKAD DURING THE YEAR 2024-25.**

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.
2. 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 following certificates in support of our suitability, technical know-how and capability for having successfully completed following works.

Name of work

Certificate from

4. 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.
5. 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.
6. I/We certify that the Proforma for EMD Declaration and Bank guarantee which was /were scanned and uploaded while submitting the e- Wizard.
7. I/we agree that the technical submissions and presentations will become part of the contract.
8. 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.
<u>Note:</u> 1.The 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

To,

.....,

.....,

.....

Sub: NIT No. 17/IITPKD/EWD/HORT/2024-25/011

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)

Sub: **ANNUAL MAINTENANCE OF HORTICULTURE AND LANDSCAPE AREAS AT IIT PALAKKAD DURING THE YEAR 2024-25.**

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 in 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 / 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 '**Principal/Owner**', 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 (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 endeavor 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 offense 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 offense under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(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 offenses outlined above or be an accessory to such offenses.

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 'B'

(To be duly filled, signed, scanned and uploaded along with e-Envelope1 by the tenderer)

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS ENDING BY 31st DEC 2020

SL	Name of	Owner or Agreement	Scope of work*	Cost of	Date of	Stipulated	Actual date	Litigation/	Name and Remarks		
NO	work/project&	Sponsoring No		Work in	Commencement	Date of	Of	Arbitration	address/Tel		
	Location	organizations		Crores	ent as per	completion	completion	pending /In	No of		
				contract				progress with	Officer to		
								details	whom		
								**	reference		
									may be		
									made		
1	2	3	4	5	6	7	8	9	10	11	12
<p>* indicate Number of stories in superstructure and total carpet area of the building.</p>											

1. No of building and their No floors of the building
2. Carpet area of toilet cleaned
3. Carpet area of the building
4. Carpet area of building actually serviced by the contractor

** Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Applicant(s)

In case of works carried out for private persons/ Organizations copies TDS certificate along with copy of performance order and work order/Agreement should be enclosed. Private works without TDS certificates shall not be considered for valuation.

(To be duly filled, signed, scanned and uploaded along with e-Envelope1 by the tenderer)

ADDITIONAL INFORMATION FOR COMPLETEDWORKS

1. Name of work
2. Location
3. Client's name and address
4. Consultants name and address.

Scope of work.

1. No of buildings and their No of floors 2)Carpet area of toilet cleaned

Carpet area of the building

Carpet area of building actually serviced by the contractor

- a. Details of operation and maintenance contract.

Brief of the project

Time taken or

- i. Total project.

Specialized service provided, with cost details, if available

(If any, specialized services provided through associate's
- Particulars of the Associate's)

Specialized equipment deployed for the project.

Project Management organization structure.

Number of shifts and its duration adopted in execution.

Systems adopted for maintaining high standards in horticulture services.

SIGNATURE OF APPLICANT(S)



COVER- 2 : FINANCIAL BID

(TO BE SUBMITTED THROUGH ONLINE MODE)

**NAME OF THE WORK: ANNUAL MAINTENANCE OF HORTICULTURE AND
LANDSCAPE AREAS AT IIT PALAKKAD DURING THE YEAR 2024-25.**

TENDER NO. 17/IITPKD/EWD/HORT/2024-25/011

Date/Time of Publication: 21/06/2024, 1500 hrs

Date/Time of Closing: 11/07/2024 1530 hrs

**The Technical Bids of ONLY those bidders who satisfy the Eligibility Criteria.
prescribed in the tender document will be opened.**

**Date and Time of opening of Financial Bid (Covers 2) will be intimated later to
the eligible bidders.**

**SIGNATURE OF THE BIDDER
NAME & SEAL**

1. TERMS AND CONDITIONS

If I/we fail to commence work as specified in the bid document, I/we agree that IITPKD shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely,

2. CONDITIONS OF CONTRACT

- 1) The expression 'works or 'work' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
- 2) The 'contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company
- 3) The 'Engineer-in-charge' means the Engineer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of IIT as mentioned in Schedule 'F' hereunder
- 4) 'Accepting Authority' - Director, IIT Palakkad.
- 5) 'Department' means IITPKD which invites the tenders.
- 6) 'Tendered value' means the value of the entire work as stipulated in the letter of award.
- 7) Employer means IITPKD

3. Instructions for filling the Financial bid

- 1) The spreadsheet containing the Bill of Quantity shall be downloaded from the above web site and the same shall be uploaded to the E-wizard website after filling the rates. The file name of the spreadsheet document which is downloaded from the E-wizard web site should not be changed in any case. The tenderer may note that the rates indicated in the schedule are par rates. The tenderer is to quote a single consolidated percentage only at par/above/below to cover all the rates including GST of all the items under the schedule.
- 2) If the quoted rate is at par estimate rate, select the "At Par" option in the Column. above the estimated rate, select the "above" option in the Column. Below the

estimate rate, select "Below" option in the Column

- 3) Tenders containing proposals for any alteration in the work or in the time allowed for carrying out the work, or which contain any other condition including conditional rebates, will be summarily rejected.
- 4) The officer inviting tenders shall have the right to reject all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 5) The tender for the work shall not be witnessed by a Contractor or Contractors who himself / themselves has/have tendered for the same work. Failure to observe this condition would render tenders of the Contractor tendering, as well as witnessing the tender, liable to summary rejection
- 6) In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such tender is liable to be rejected.
- 7) The tenderers shall sign a declaration under the Official Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them.

4.1 Documents to be submitted upon acceptance of the tender.

1. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Engineer in Charge shall be communicated in writing to the Engineer in Charge.
2. The Contractor shall give a list of IITPKD employees related to him.

4.2 Accepting Authority: Director , IIT Palakkad

5. AWARD OF CONTRACT

5.1. The combined technical and cost scores of all the bidders will be calculated as given in Eligibility bid evaluation procedure and the bidder who secures the highest combined score H will be selected as the successful agency. The successful agency is called for negotiation and signing the contract. In case the selected agency withdraws, or fails to comply with the aforesaid requirements, IITPKD reserves the right to consider the next best agency, or take any other measure as may be deemed fit in the sole discretion of the IITPKD, including annulment of the selection process.

5.2. The bidder whose bid is accepted shall be required to furnish a **Performance Security** within **FIFTEEN DAYS** of receipt of Letter of Acceptance/Work Order for 5% (of

the contract value) in the form of an Account Payee DD/Fixed Deposit Receipt/Bank Guarantee from a nationalized bank in an appropriate format in favor of **Indian Institute of Technology Palakkad payable at Palakkad**. The Award letter will be issued on submission of the prescribed Performance Security. 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.

5.3 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 DAYS** after its expiration.

5.4. 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 Performance security in which event IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids at its sole discretion.

5.5 **Date of commencement:** The date of commencement of **the work shall be reckoned from SEVEN DAYS from the date of issue of Award letter/Work order**. Award letters will be issued on submission of prescribed Performance security.

6.0 RATES

The rates quoted shall be inclusive of all operating expenses and nothing extra shall be payable on any account. No deduction from the salary for providing uniforms to the employees employed by the contractor for the horticulture services is allowed.

6.1. Payment will be made once a month through RTGS/NEFT. The Contractor(s) shall furnish the details such as Bank Account No, Account Name, IFSC Code, Bank address etc. along with the bid/bill. At the time of payment of bills, the **Income Tax** shall be deducted as per the extant Government rules and guidelines. Any Government Orders released during the Contract period, with regard to the taxes shall be automatically applicable to the Contractor either retrospectively or prospectively, as the case may be.

6.2. **The Contractor shall submit following documents with bill for making payment:**

- i. Salary statement of the Employees (employed by him/them)**
- ii. Proof of EPF, ESI/Insurance, Gratuity, Bonus etc.**
- iii. Proof of Salary paid to the employees**
- iv. Attendance sheets**

7. CONTRACT DOCUMENTS

7.1. All documents forming part of the Contract and all parts of these documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

7.2. The order of precedence of the Contract documents shall be as follows:

- i. Work Order
- ii. Contract Agreement
- iii. All other Forms
- iv. Bidders Bid
- v. Tender Document

8. TERMINATION OF THE CONTRACT

The Institute, without prejudice to any other remedy, terminate the Contract in whole or in parts in the event of the following:

8.1. If the Contractor fails to comply with the Scope of Work within the period specified in the Contract or any extension thereof granted by the Institute.

8.2. If the Contractor fails to perform any other obligation(s) under the contract.

8.3. The Contract can be terminated by giving **THIRTY DAYS** notice in advance, in writing, by either side without assigning any reasons.

8.4. IITPKD reserves the right to terminate the contract if the Contractor(s) defaults on any of the time limits specified or any adverse reports are filed by the Nodal Officer.

8.5. If the penalty for inadequate performance penalty will be imposed as per Liquidity Damages clauses mentioned in the eligibility cum technical bid

9. FORCE MAJEURE

9.1 If the contractor is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure (civil disturbance, riots, strikes, tempest, acts of god etc.), then it shall notify IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within **THREE DAYS** after the occurrence of such event.

9.2. The contractor, when affected by the event of Force Majeure, shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the contract and to fulfill its obligations under the contract, but without prejudice to IITPKD's right to terminate the Contract.

9.3. No delay or non-performance by the Contractor caused by the occurrence of any event of Force Majeure shall:

9.3.1. Constitute a default or breach of the Contract.

9.3.2. Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

9.3.3. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than **FIFTEEN DAYS** or an aggregate period of more than **THIRTY DAYS** on account of one or more events of Force Majeure, IITPKD shall have the right to terminate the Contract by giving a notice to the Supplier.

10. INDEMNITY

10.1. The Contract shall be governed by and interpreted in accordance with the prevailing laws of India. The laws will include all national, provincial, municipal, state or other laws that affect the performance of the Contract and are binding upon the Contractor(s).

10.2. The Contractor(s) shall indemnify and hold harmless the Institute from and against any and/or all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability).

11. DISPUTE RESOLUTION

11.1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the competent authority.

11.2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Palakkad only.

11.3. Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad/High Court of Kerala.

12. LABOUR RECORD

12.1 The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R &A) Central Rules 1971

12.2 The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971

13. REGISTER OF ACCIDENT

The contractor shall maintain a register of accidents in such form may be convenient at the workplace but the same shall include the following particulars :

Full particulars of the laborers

who met with accident Rate of

wages

Gender

Age:

Nature of accident

and cause of

accident Time and

date of accident

Date and time when

admitted in Hospital

Date of discharge

from the Hospital

Period of treatment and result of treatment.

Percentage of loss of earning capacity and disability as

assessed by the Medical officer.

Claim required to be paid under Workmen's Compensation

Act.

Date of payment of compensation

Amount paid with details of the person to

whom the same was paid. Authority by whom

the compensation was assessed.

Remarks

14. ATTENDANCE CARD-CUM-WAGE SLIP

The contractor shall issue an **Attendance card – cum – wage slip** to each workman employed by him in the specimen form

The card shall be valid for each wage period.

The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

The card shall remain in possession of the worker during the wage period under reference.

The contractor shall complete the wage slip portion of the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself

15. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker

16. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

17. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6&7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorized by the Institute in this behalf,

18. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The labour officer or any person authorized by the Institute on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage clauses and the Provisions of these Regulations. He shall investigate any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

19. REPORT OF LABOUR OFFICER

The labor officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the laborers concerned, In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to laborers will be made by the Engineer-in-charge after a decision has been given on such appeal

The Engineer-in-charge shall arrange payments to the labor concerned within 45 days from the receipt of the report.

20. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the labour officer or other person so authorised may appeal against such decision to the EE (Civil) (EWD) concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

21. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-

An officer of an association of employers of which he is a member
An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

22. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of this workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf

Employment card

Name and address of the contractor:

Name and address of the establishment under which contract is carried on:

Name of work and location of work:

Name and address of the principal EMPLOYER

Sl No. in the register of workman employed:

Nature of employment / designation:

Wage rate (with particulars of unit)

Wage period

Tenure of employment

SERVICE CERTIFICATE

Appendix 'XII'

Name and address of contractor

.....

Nature and location of work

.....

Name and address of workman

.....

Age or date of birth

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Identification marks

.....

Father's/ Husband's name

.....

Name and address of establishment under which contract is carried on

Name and address of Principal Employer

.....

Sl. No.	Total period for which employed		Nature of work done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature