

## INDIAN INSTITUTE OF TECHNOLOGY KANPUR

### NOTICE INVITING E-TENDER

NIT NO. 33/C/D1/2021-22

The Superintending Engineer on behalf of Board of Governors of Indian Institute of Technology Kanpur invites online **bid** from Eligible Bidders / Specialized agencies for manpower services as per details given below:-

1	<b>Name of work</b>	:	Horticulture work in Zone VII to Zone X of IIT Kanpur
2	<b>Approximate Cost of work</b>	:	<b>Rs. 65,03,280/- excluding GST</b>
3	Earnest Money Deposit (Rs.)	:	EMD Declaration to be submitted in lieu of EMD as per Annexure-2
4	<b>Duration of the Contract</b>	:	One Year (Extendable yearly up to a period of two years based on performance)

The bid forms and other details may be downloaded from Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>). Aspiring bidders who have not enrolled / registered in e- procurement should enroll / register themselves before participating through web site <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at “Instructions for online bid submission.”

Bidders can access quotation / tender documents on the website (for searching in the NIC site), kindly go to quotation search option and type ‘IIT’. Thereafter, click on “GO” button to view all IIT quotations. Select the appropriate quotation / tender and fill them with all relevant information and submit the completed Quotation / Tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

**No manual bids will be accepted. All bids (both Technical & Financial) should be submitted in the e-procurement portal.**

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### SCHEDULE

1	Name of organization	:	Indian Institute of Technology, Kanpur.
2	Tender / Quotation type (open / limited / EOI / auction / single)	:	Open
3	Tender / Quotation category (services / goods / works)	:	Services
4	Type of Contract (work / supply / auction / service / buy / empanelment / sell)	:	Services
5	Form of contract (IITK – 7/8)	:	IITK – 8
6	Work Category (civil / electrical / fleet management / computer systems)	:	Horticulture work
7	Is multi-currency allowed?	:	No
8	Date of publishing / issue / start	:	22.03.2022 (1.15 PM)
9	Document download start date	:	22.03.2022 (1.30 PM)
10	Document download end date	:	29.03.2022 (12.00 PM)
11	Date & time of pre-bid meeting	:	25.03.2022 at 12:00 PM
12	Venue of pre-bid meeting	:	Office of the Superintending Engineer, IWD, IIT Kanpur
13	Last date & time of uploading of bids	:	29.03.2022 (12.00 PM)
14	Date & time of opening of Technical bids	:	30.03.2022 (12.00 PM)
15	Date & time of Presentation at PBCEC, IIT Kanpur	:	30.03.2022 (1.00 PM)
16	Bid Validity Days	:	90 days after opening of Financial Bid
17	Earnest Money Deposit (EMD)	:	<b>EMD Declaration to be submitted in lieu of EMD as per Annexure-2</b>
18	Tender Processing Fee	:	<b>All bidders have to submit the tender processing fee online (Non refundable) amounting to Rs. 25,000/- including GST payable to Institute account as per Annexure-4. The proof of submission must be uploaded along with transaction slip with due mention of NIT No. in the CPP portal for valid tender submission as per Annexure-5.</b>
19	No. of bids / covers (1 / 2 / 3 / 4)	:	2
20	Address for communication	:	<b>Office of the Superintending Engineer, IWD, IIT Kanpur (U.P.) Pin- 208016</b>

<b>21</b>	Contact No.	:	0512-259-7725
<b>22</b>	e-mail address	:	tarung@iitk.ac.in

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

This tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit softcopies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

More information useful for submitting online bids on the CPP portal may be obtained at <http://eprocure.gov.in/eprocure/app>

### **REGISTRATION**

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link, “click here to enroll”. Enrolment on the CPP portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for the accounts.
3. Bidders are advised to register their valid e-mail address and mobile number as part of the registration process. These would be used for any communication from the CPPP portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class 2 or class 3 certificates with signing key usage) issued by any certifying authority recognized by CCA India (e.g. Sify / TCS / nCode/ eMudhra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / eToken.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP portal to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. The tenders can be moved to the respective “My Tenders” folder. This would enable the CPP portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each other; in case they want to obtain any clarification/help from the Helpdesk.

#### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bids. Please note the number of covers in which the bid documents have to be submitted. Any deviations from these may lead to rejection of the bids.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black & white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor’s certificates, etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that he / she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “on-line” to pay the EMD as applicable and enter details of the instrument.

4. A standard BOQ Format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored [unprotected] cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases, financial bids can be submitted in PDF format as well (in lieu of BOQ).

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

#### **ASSISTANCE TO BIDDERS**

1. Any queries relating to tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24 x 7 CPP Portal Help Desk.

## **GENERAL INSTRUCTIONS TO THE BIDDERS**

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the technical bids, the bidders are required to upload all the documents in PDF format.
2. Possession of a valid class II / III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the website <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderers are advised to follow the instructions provided in the "Instructions to the tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.



## INFORMATION & INSTRUCTIONS TO THE BIDDERS

<b>1.0</b>	<b>:</b>	<b>NOTICE INVITING TENDERS</b>
<b>1.1</b>	<b>:</b>	Indian Institute of Technology Kanpur (IITK) is a Central Autonomous Organization under Ministry of Human Resource Development. The Institute campus is located at Kanpur, in as sprawling area of over approx. 1000 acres. IIT Kanpur invites on-line bids under two bid system for “Horticulture work in Zone VII to Zone X of IIT Kanpur”. From specialized and experienced agencies having the experience of similar type of work. The period of work will be 01Year, extendable yearly up to a period of 02 more years based on performance.
<b>1.2</b>	<b>:</b>	The selected agency will have to enter into a <b>Service Level Agreement (SLA)</b> as well as an Integrity Pact with the Institute.
<b>2.0</b>	<b>:</b>	<b>GENERAL INSTRUCTIONS TO THE BIDDERS</b>
<b>2.1</b>	<b>:</b>	The bidder should inspect the site before submitting the tenders to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
<b>2.2</b>	<b>:</b>	Technical bids will be opened by the committee constituted by IIT Kanpur as per schedule.
<b>2.3</b>	<b>:</b>	Financial bids of only those bidders, who qualify as per eligibility criteria and technical Bid will be opened.
<b>2.4</b>	<b>:</b>	Earnest Money Deposit Declaration should be submitted as prescribed. The MSME/Startups are allowed to participate in the tendering on submission of required certificate towards startup enterprise registration issues by the Ministry of Micro, Small and Medium Enterprises (MSME)/ Department of Promotion of Industry and Internal Trade (DPIIT) full filling other requirement of tender document. Presentation and documentation to be uploaded with technical bids should include detail of innovation/new technology to be adopted for comprehensive solution of scope of work if any for claiming relaxations under startups
<b>2.5</b>	<b>:</b>	Self-attested copies of all documents should first be scanned and then uploaded with the bids.
<b>2.6</b>	<b>:</b>	Scanned copy of the authorization by the Partner / Executive Director (as the case may be) should be uploaded, in case the bid documents are signed and sealed by a person authorized by the owners.
<b>2.7</b>	<b>:</b>	Each and every document in the technical bid should be signed by the duly Authorized partner or all the partners in case of a partnership firm or the authorized representative in case of a company, all these also need to be stamped by the seal of the agency before scanning and uploading on the e- procurement portal.
<b>2.8</b>	<b>:</b>	A team of officers from IIT, Kanpur may visit the office/ site of work of bidders for establishing their credibility and verification of submitted documents.

2.9	:	The Institute reserves the right to reject any or all the bids without assigning any reasons, in the interest of the work. Bidder shall not have any course of action or claim against IIT Kanpur for rejection of their bid.
2.10	:	IIT Kanpur reserves the right to add or delete any other building/ area mentioned in the scope of work, if required.

2.11	:	IITK is committed to follow the principle of transparency, equity and competitiveness in public procurement.
2.12	:	If any bidder intends to submit the bids for all tenders, then his/her eligibility for individual works will not be applicable. The bidder is advised to check his eligibility considering the value of all works before submitting their bids.

3.0	<b>ELIGIBLE BIDDERS</b>	:	Eligible bidders should satisfy the following criteria:
3.1	<b>Average annual financial turnover</b>	:	<p><b>Rs. 58 Lacs</b>, during the last three financial years. Audited turnover statements to be furnished as proof of the same duly certified by chartered accountant along with Profit &amp; Loss Statements.</p> <p>The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending 31st March 2021, duly audited and certified by the Chartered Accountant.</p> <p><b>Solvency Certificate-</b> 40% of the estimated cost put to tender</p>
3.2	<b>Office</b>	:	Bidders have to establish its local accessible office at IIT Kanpur to run the awarded work.
3.3	<b>Experience (value of work done shall be within a span of one year)</b>	:	<p>Firms/Contractors must have completed satisfactorily</p> <p><b>i)</b> One similar work of 80% value of the estimated cost put to tender Or</p> <p><b>ii)</b> Two similar work of 60% value of the estimated cost put to tender or</p> <p><b>iii)</b> Three similar work of 40% value of the estimated cost put to tender Works completed during last 7 years ending on date 31.03.2021.</p> <p style="text-align: center;">AND</p> <p>One work of any nature (either part of (i) or a separate one)</p>

			costing not less than the amount equal to 40% of the Estimated cost put to tender with Central Government Organization/Central Autonomous Body/Central Public Sector undertakings.
3.4	<b>Definition of similar work</b>	:	Similar type of work means “Horticulture work/Lawn development/Horticulture maintenance” done with any Institute / Establishment of repute.
			in last 7 years (Not earlier than 01-04-2014) The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from date of completion to last date of submission of technical bid from last 7 financial years i.e. starting from 1/4/2014. <u>Private sector experience shall be considered with the production of TDS certificates for the same period.</u>
3.5	<b>Manpower</b>	:	Bidder should have had more than <b>32 people</b> on their rolls on a daily basis, continuously for last three years
3.6	<b>Legal</b>	:	Unregistered Partnership Firm and Joint Venture or Consortium are not eligible and Form E to be submitted by Partnership firm.
3.7	<b>Registration</b>	:	Bidder should be registered with the Income Tax Department, Employees Provident Fund Organization, Employees State Insurance Corporation & GST.

3.8	<b>GST registration</b>	:	Certificate of GST Registration of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents:  “if work is awarded to me, I/we shall obtain GST registration certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by IIT Kanpur, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by IIT Kanpur or GST department in this regard.”
3.9	<b>ESI &amp; EPF registration</b>	:	To be submitted
3.10	<b>Back to Back Undertaking</b> [To be submitted on stamp paper duly	:	I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contract or on back to back basis. Further that, if such a violation comes to the notice of
	notarized and date of affidavit and purchase of stamp paper shall not be earlier than the publication of NIT. NIT number, name of work shall i Without further notice]		Department, then I/we shall be debarred for tendering in IITK in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Competent Authority through SE, IWD shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)
3.11	<b>Forms &amp; Annexures</b>	:	To be submitted with bid as desired

3.12	Note	:	Integrity pact Acceptance to execute INTEGRITY PACT. Integrity Pact shall be provided by IIT Kanpur to successful bidder for its signature & execution. Bidders who do not fulfill any of the criteria mentioned at Sl. No. 3 or fail to submit documents complete in all respects, shall not be considered for technical evaluation
4.0	PRE-BID MEETING	:	<b>Date &amp; time of pre-bid meeting: 25.03.2022 at 12:00 Noon in the office of the Superintending Engineer, IWD, IIT Kanpur.</b> Any doubts/ queries of the potential bidders will be addressed during the meeting.
5.0	BID OPENING AND EVALUATION	:	The Institutes shall follow the LCS (Least Cost System) Method for selecting the successful bidder. The system is based on a webbed system where the technical bid and financial bid shall be submitted separately. <b><u>Financial bids of those bidders be opened who shall stand qualified in the Technical Bid stage 1 &amp; 2 as per following.</u></b>
5.1	Marks allocation	:	Marks have been allocated for qualifying in the Technical Bid in subsequent pages of the NIT.
5.2	Stages of Technical Bid	:	Further, the Technical Bid is divided into 2 components i.e. Technical Bid Stage- 1 (documents for eligibility, experience and organizational structure) & Technical Bid Stage- 2 (Presentation before the Committee).
5.3	Cut off marks (Stage1)	:	To become eligible for short listing for Technical Stage 1, the bidder must have to secure at least 60% ( <u>Sixty</u>
			<u>percent) marks in aggregate</u> in Technical Stage 1 subject to securing 50% (fifty percent) in each attribute/ sub sections. ESI, EPF, GST, Form F are mandatory requirements
5.4	Cut off marks (Stage2)	:	To qualify in the Technical Bid Stage 2, bidder has to secure at least 60% (sixty percent) marks overall subject to the condition that bidder should score 50% (fifty percent) marks in each attribute (sub sections)

<b>6.0</b>	Financial bid BOQ	:	Along with the submission of Technical Bid, the Bidders will also submit their Financial Bid quoting RATES AS PER GIVEN BOQ IN THE WEB PAGE
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**7. Award criteria**

- a. The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:
- i. Amend the scope and value of contract to the bidder.
  - ii. Reject any or all the applications without assigning any reason.
  - iii. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

<b>8.0</b>	<b>TECHNICAL BID EVALUATION</b>		
<b>8.1</b>	Technical bids received complete in all respects, will only be opened		
<b>8.2</b>	Each bidder shall be assigned marks out of 100, as per the criteria specified below for Stage1.		
<b>8.3</b>	<b>Experience in similar class of work</b>		<b>MAX MARKS:30</b>
<b>(i)</b>	For minimum eligibility criteria	:	60% marks
<b>(ii)</b>	For twice the minimum eligibility criteria or more	:	100% marks
	In between i & ii	:	Pro-rata basis
			Definition of works of similar nature is same as above. Work could have been completed or ongoing with at least one year of work executed but the value of work should match the minimum threshold value for the completed portion as per <b>3.3 and 3.4</b> . Self-attested copy of experience certificates for completed work issued by the awarding organization should be uploaded.
<b>8.4</b>	<b>Financial strength</b>		<b>25 marks</b>
<b>(i)</b>	For minimum eligibility criteria	:	60% marks
<b>(ii)</b>	For twice the minimum eligibility criteria or more	:	100% marks
			ONLY CERTIFICATE FROM CA SHALL BE

	In between I & ii	:	Pro-rata basis	UPLOADED. No need to upload voluminous Balance Sheet.
<b>8.5</b>	<b>Performance on works (Quality)</b>			<b>45 marks</b>
	Outstanding	:	45marks	Certificate to be furnished as per prescribed format (Form – D)
	Very Good	:	30marks	
	Good	:	20marks	
	Poor	:	0 marks	
	<b>TOTAL FOR STAGE 1</b>			<b>100 marks</b>
<b>9.0</b>	<b>STAGE – 2: PRESENTATION BY THE BIDDER</b>			<b>100 marks</b>
<b>9.1</b>	Implementation strategy Proposed by the agency for <b>deployment in terms of recruiting, briefings, work assigning, appraisals</b> and check list culture needs to be incorporated, <b>Details of new technology to be adopted for sustainable horticulture with emphasis on water conservation, use of perennial plants, mulch practices etc. for creating a green campus</b>	:	20 marks	Presentation will be evaluated by a committee constituted by IIT Kanpur. Agency should show in the Presentation, details of manpower, machinery, equipment for every season, proposed landscaping plan season and complaint redressal system that they propose to deploy/adopt for round the clock operational services at IITK. The agency would be bound to deploy the same strategy, machinery, equipment, and systems if awarded the contract.
<b>9.2</b>	Strategy of day to day operational activities through the year by deploying machines and Standard Operating Procedure (SOP)	:	20 marks	Important: <u>Bidder must visit the campus and study the scope and requirements and present a strategy specifically suited to the IITK campus. IITK will facilitate campus visit for the same.</u>  Number and breakup of total manpower deployment

9.3	Strategy for attending day to day complaints lodged by IITK communities for Immediate redressal	:	20 marks	plan will be evaluated with respect of scope of work. Soft copy of presentation to be submitted by the bidder after presentation.
9.4	Strategy for Breakdown maintenance availability of spares of sweeping machines & their alternate arrangement for sweeping of park areas, open spaces and lawn areas as required in the scope of work	:	20 marks	
9.5	Local technician	:	10 marks	
9.6	Manpower deployment (vide Annex -3)	:	10 marks	
<b>TOTAL FOR STAGE 2</b>			<b>100 marks</b>	
<b>10.0</b>	<b>TERMS FOR AWARD OF CONTRACT</b>			
10.1	PBG	:	The successful bidder will be informed of the acceptance of his tender and shall be required to furnish a "Performance Guarantee". Necessary instruction with regard to amount, time of depositing performance guarantee will be specified in the Letter of Offer.	



<b>10.2</b>	Amount of PBG & time frame	:	The Performance Guarantee will have to be furnished within 15 days of receipt of "Letter of Offer" for an amount of 3% of the contract value in the form of an Account Payee/ DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in favour of "The Director, Indian Institute of Technology, Kanpur.
<b>10.3</b>	Validity	:	The Performance Guarantee shall remain valid for a period of 1 year 6 months initially. In case the contract period is extended further, validity of Performance Guarantee shall also be required to be extended by the Agency accordingly and validity should be valid for extended period plus six months.
<b>10.4</b>	SLA	:	The successful bidder will be required to execute an SLA with the Institute.
<b>10.5</b>	Integrity pact	:	The successful bidder will be required to sign an Integrity Pact with the institute.
<b>10.6</b>	Failure to submit PBG	:	Failure of the Successful bidder to comply with the requirements of above clauses shall constitute sufficient Grounds for the annulment of the award and debarment.

**INFORMATION REGARDING ELIGIBILITY  
LETTER OF TRANSMITTAL**

From:  
M/s .....

To  
The Superintending Engineer  
Institute Works Department  
Indian Institute of Technology  
Kanpur- 208016

**Subject: Submission of bids for the work of .....**

Sir,  
Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed prescribed forms A to E and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Competent Authority or his representative to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Competent Authority or his representative to approach individuals, employers, firms, and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge, and capability for having successfully completed the following works:

Name of work	Certificate from
--------------	------------------

Enclosures:

Date of submission

Seal of bidder

Signature(s) of Bidder(s).

**FORM 'A'**

**FINANCIAL INFORMATION**

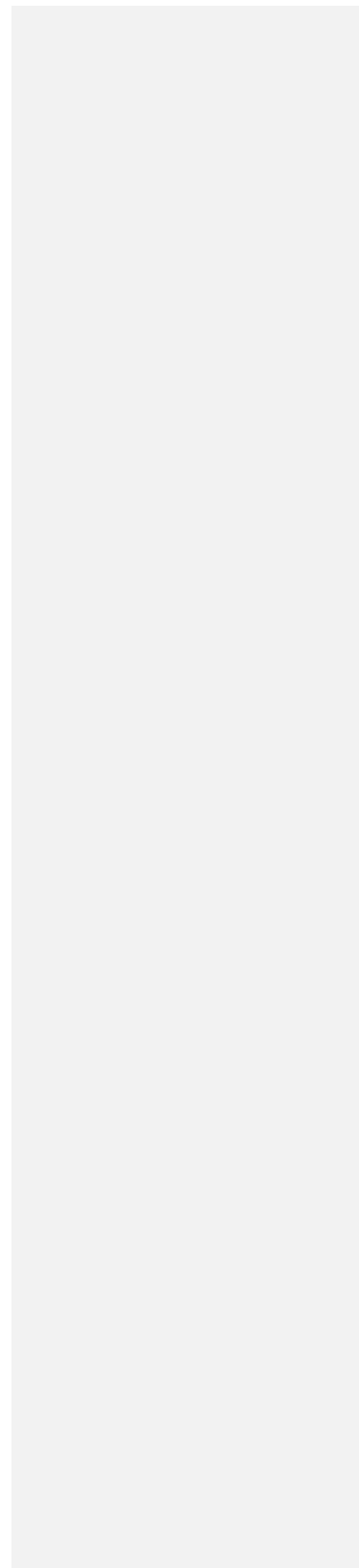
I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

<b>Financial Years</b>				
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- (i) Gross Annual turnover on works.
- (ii) Profit/Loss.

Signature of Chartered Accountant with Seal

Signature of Bidder(s).



**FORM "B"**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that  
M/s./

Sh... ..having marginally noted address, a customer of our bank  
are/is respectable and can be treated as good for any engagement up to a limit of  
Rs.....(Rupees... ) This certificate is issued without any guarantee or responsibility  
on the bank or any of the officers.

(Signature) For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, addressed to tendering  
authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded  
with the Bank.

**FORM 'C'**

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING *previous day of the last date of submission of tenders***

.....

Sr. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement of contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address/ telephone number of officers to whom reference maybe made	Whether the work was done on back to back basis Yes / No
1	2	3	4	5	6	7	8	9	10

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

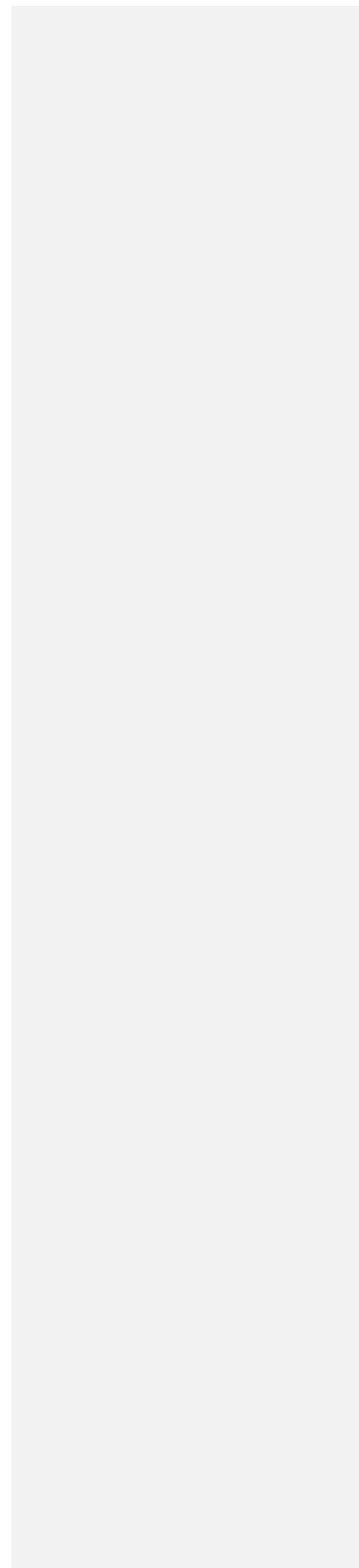
Signature of Bidder(s)

**FORM 'D'**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"**

- 1. Name of work/project & location
- 2. Agreement no.
- 3. Estimated cost
- 4. Tendered cost
- 5. Date of start
- 6. Date of completion
  - (i) Stipulated date of completion
  - (ii) Actual date of completion
- 7. Amount of compensation levied for delayed completion, if any
- 8. Amount of reduced rate items, if any
- 9. Performance Report
  - a. Quality of work Outstanding / Very Good / Good /Poor
  - b. Technical Proficiency Outstanding / Very Good / Good /Poor
  - c. Resourcefulness Outstanding / Very Good / Good /Poor
  - d. General Behaviour Outstanding / Very Good / Good /Poor

Dated: Superintending Engineer or Equivalent



**FORM “E”**

**STRUCTURE & ORGANISATION**

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)

**(a)** An Individual

**(b)** A proprietary firm

**(c)** A firm in partnership

**(d)** A limited company or Corporation

4. Particulars of registration with various Government Bodies (attach attested photocopy)

**Organization / Place of registration**

**Registration No.**

- 1.
- 2.
- 3.

5. Names and titles of Directors & Officers with designation to be concerned with this work.

6. Designation of individuals authorized to act for the organization

7. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.

8. Any other information considered necessary but not included above.

Signature of Bidder(s)

ANNEXURE - 1

**<< Organization Letter Head >>  
DECLARATION**

I/We, \_\_\_\_\_ hereby declare that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I/we have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

<b>1</b>	<b>Particulars of the bidder</b>		As per following
<b>1.1</b>	Name of the firm / organization	:	
<b>1.2</b>	Type of the firm / organization: Public limited / Private Limited / Registered firm	:	
<b>1.3</b>	Registered address	:	
<b>1.4</b>	Address of office	:	
<b>1.5</b>	Contact people	:	
<b>1.6</b>	Name & Designation	:	
<b>1.7</b>	Landline & Mobile numbers	:	
<b>1.8</b>	E-mail IDs	:	
<b>2</b>	PAN No.	:	
<b>3</b>	<b>GST No.</b>	:	
<b>4</b>	EPFO Reg. No.	:	
<b>5</b>	ESIC Reg. No.	:	
<b>6</b>	Annual Turnover for the last 3 years (Enclose copies of audited balance sheet and P&L A/c.):		
<b>6.1</b>	2020-2021	:	
<b>6.2</b>	2019-2020	:	
<b>6.3</b>	2018-2019	:	
<b>7</b>	EMD Declaration attached with signature	:	
<b>8</b>	Has the applicant ever been required to suspend any project for a period of more than six months continuously after commencement of work?	:	If so, give the name of the project and reasons of suspension of project
<b>9</b>	Has the applicant ever been convicted by a court of law?	:	YES / NO If yes, give details of the case



<b>10</b>	Details of any litigation in which the applicant is/was involved.	:	
<b>11</b>	All forms submitted as desired in the bid	:	Yes / No
<b>12</b>	All annexures submitted as desired	:	
	In the bid (Form A to Form E) & Annexure 1 to Annexure 3		
<b>13</b>	Integrity Pact	:	
<b>14</b>	Undertaking regarding subletting of work	:	

We further declare that our organization has not been blacklisted / delisted or put to any holiday by any Institutional agency / Govt. Department / Public Sector Undertaking in the last three years.

(Signature& name of the bidder)  
Seal of the bidder

**ANNEXURE - 2**

**(To be submitted by bidder on its Company Letterhead (scanned copy) on  
<http://eprocure.gov.in/eprocure/app>)**

It is hereby submitted that if I/We .....(Name of bidder/firm/company) withdraw or modify the bids during period of validity, or if I/We.....(Name of bidder/firm/company) are awarded the contract and I/We.....(Name of bidder/firm/company) fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, I/We .....(Name of bidder/firm/company) will be suspended to take part in IIT Kanpur's tendering process for the period of two years from the date of occurrence of the above mentioned default."

Date:

Authorized Signatory

## ANNEXURE - 3

**BILL OF QUANTITIES (BOQ)**

Bidder has to mention the following types of manpower to be engaged for “Horticulture work in Zone VII to Zone X of IIT Kanpur” The agency should specify the quantities i.e. the number of manpower to be deployed and thus, the agency will be bound to follow the plan proposed by them, if work is awarded to them. The required Covid and other protocols have to followed by the agency as per guidelines issued by GOI/UP Govt and Institute. The contractors are advised to quote the rates accordingly nothing shall be paid extra against the above.

**Estimated minimum manpower 32 No(s) per day (30 Unskilled, 01 Semi-Skilled and 01 Skilled).**

Sl. No.	Item Description	Quantity	Units	BASIC RATE	TOTAL AMOUNT
1.01	<b>Manpower: Facility Caretaker (Skilled or equivalent): B.Sc. Agriculture or Science graduate with 08 years' experience of Horticulture work</b>	1	Per Month		
1.02	<b>Manpower: Head Mali (Semi-skilled or equivalent)</b>	1	Per Month		
1.03	<b>Manpower: Unskilled worker with mali experience</b>	30	Per Month		
2.01	<b>Description of items (Monthly Requirements): Lawn Mower *</b>	1	Per job per Month		
2.02	<b>Description of items (Monthly Requirements): Chain Saw *</b>	1	Per job per Month		
2.03	<b>Description of items (Monthly Requirements): Brush Cutter *</b>	1	Per job per Month		
2.04	<b>Ladder</b>	1	Per job per Month		

2.05	<b>Hand Trolley</b>	1	Per job per Month		
2.06	<b>Description of items (Monthly Requirements): Miscellaneous Tools and Consumables** required for executing the scope of work</b>	1	Per job per Month		

\*Electrical Machines are desired for use by IITK and can be charged free of cost at IITK. If petrol powered machines are used, no reimbursement of petrol will be made. Drip irrigation must be practiced wherever possible. Use of sprinklers is highly recommended. In rainy season, the electrical grass cutting machines may not be appropriate to use on wet grass. Appropriate alternatives must be exercised depending on the situations.

**\*\* Miscellaneous Tools and consumables should include the following items:**

- ✓ Talwar
- ✓ Hedge shear
- ✓ Secatear
- ✓ Phawda
- ✓ Kudal
- ✓ Hard broom with bamboo stick complete
- ✓ Hose pipe (PVC) Pipe for irrigation
- ✓ Water cane 10 litre.
- ✓ Spray machine 16 litre
- ✓ Palli (2 X 2 metre)
- ✓ Weeder
- ✓ Khurpi
- ✓ Axe
- ✓ Sprinkler with stand
- ✓ Bamboo stick complete for trimming

### Details of the campus

Area of campus: - Approx 1000 Acres (**Copy of master plan showing the ZONES** is attached in Annexure 6). Horticulture maintenance of all buildings in academic areas in Zones 7 to 10 are within the scope of this contract (as shown in annexure 6). **The indicative list is attached though not exhaustive. The bidders are encouraged to the site visit to understand the full scope of the work.**

Sr. No.	Particulars
1	All Landscaped areas/structures in these zones

Sr. No.	Particulars	Frequency (In a year)	Total wild grass cutting Area (apporx.) covered under this Zones (in Acres)
1	GeoTech Field	10	0.49
2	Lab behind Aerosol building	4	0.14
3	NCC	4	1.00
4	Lab near SIS Barrack	2	0.11
5	Airstrip	1	1.00
6	Footpath area	3	1.5
7	Mango orchard	1	3.00
8	Back side in store & Purchase section	1	0.49
9	Sub-Stations	4	0.50
10	Taxi Stand	2	0.74
	Total		8.97

\*The area given is approximate and it includes all open spaces, outdoor structures/infrastructure area etc. The actual area of maintenance must be ascertained by the agency by site visits

#### Standard for Maintenance

1. Area within the zones excluding built up structures, pathways etc. are to be maintained for this contract. This area is termed as Horticulture area.
2. Horticulture area may include
  - ✓ Lawn Area
  - ✓ Park area
  - ✓ Flower beds for seasonal plants
  - ✓ Rose beds
  - ✓ The area demarcated for perennial/permanent plant and shrubs
  - ✓ Open space area
  - ✓ Grass cutting
  - ✓ Forest area
  - ✓ Pristine area
  - ✓ Potted plants

- ✓ Trees
- ✓ Hedges/edges
- ✓ Group setting of trees/shrubs

3. All existing open spaces, parks, lawn, and forest areas should be maintained as per the CPWD works manual.

4. Seasonal plants should be replaced by the perennial plants wherever possible as part of green initiatives

5. Dried leaves must not be removed from the premises as far as possible (or as instructed by the competent authority through SE, IWD in special cases) and mulching should be done as part of green initiatives unless there is significant constraint.

6. Electric equipment should be used as part of green initiatives

7. Sprinklers and drip irrigation schemes should be used as part of green initiatives

Details of Institute Account for submitting tender processing fees

Bank Name	Beneficiary Name	A/C No:	IFSC code
SBI IIT Kanpur	The Registrar, IITK	30632766814	SBIN0001161

## ANNEXURE -5

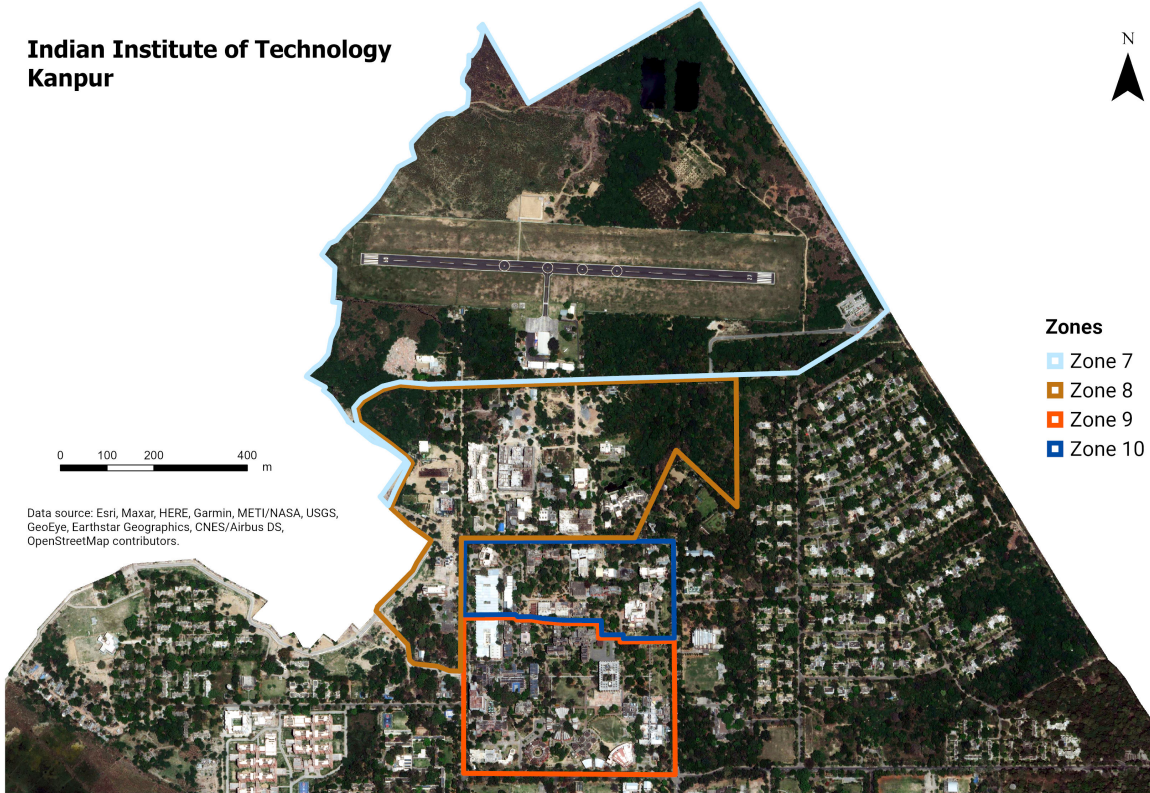
Format for proof of submission to be uploaded along with transaction slip

NIT No:	Name of Agency	GST Number of the Agency	Date of Transaction	Total Amount Transferred	UTR Number

## ANNEXURE -6

Master plan showing Zones 7 to 10 of the IITK Campus

## Indian Institute of Technology Kanpur



## 12) SCOPE OF WORK

Bench mark for all Halls

**Comment [ETPC1]:** Needs to be removed or modified



<b>Name of work</b>		Horticulture work in Zone VII to Zone X of IIT Kanpur
1	i	The Contract is for maintenance of horticulture work and shall be carried out-as per the schedule of work required for the area of service daily/ weekly/ seasonal/ annually and as and when required as per the direction of Competent Authority through Superintending Engineer, IWD.
	ii	The workers deployed must be rotated among the Zones VII to X for more productivity and as per direction of Competent Authority through the Superintending Engineer, IWD.
	iii	<b>Maintenance of garden features items:</b> Complete maintenance of the entire garden features at IITK campus i.e. lawn, parks, trees, shrubs, hedge, flower beds, rose beds, foliages, creepers, pot plants, etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, dry leaf removal, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as per direction of Competent Authority through the Superintending Engineer, IWD. (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises)
	iv	<b>Maintenance of Hedge/edge items:</b> Complete maintenance of the entire hedge/edge including cutting, removing of cut materials, cleaning, hoeing, of hedge/edge beds, watering, manuring and applying insecticide and fungicides etc. (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises)

		Tree maintenance up to 5 years old tree: Complete maintenance of the trees (outside garden features/Roadside) including making of basin at regular interval including watering, weeding, anti-termite treatment, application of the fertilizer etc. and as per instructions of Competent Authority through the Superintending Engineer, IWD
	v	Pruning /Trimming of trees; Minor/light pruning with help of ladder & other necessary tools and trimming of small branches of trees from ground level, removal of pruned branches leaves, including broken down tree in thunderstorm. As per as per instructions of Competent Authority through the Superintending Engineer, IWD as and whenever required.
		Maintenance of open Area: Clearing of undeveloped area/jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.
	vi	Plantation of new trees, shrubs, herbs including flower beds, hedges, edges should be done as per the requirement from time to time/season, Plantation drive of IITK , institutes policies of adoption of permaculture /creation of forests etc. as per the standards <b>given Annexure :3 (NO FLOODING OF THE AREAS IS PERMITTEDDURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises)</b>
	vii	<b>Potted plants arrangement: Maintenance of potted plant earthen pot in displayed at only at front entrance/office complex/landscaped areas. 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</b>

	viii	Cleaning, sweeping, and removing of dry leaves from lawn, hedges, edges and potted plants should be done as and when required. Mulching is encouraged wherever possible
	viii	Cleaning of wild growth from the entire Zone (VII to X) areas within the boundaries of the premises and including the footpath should be done as required.
2	ix	Any other horticulture operation required in any Zone of campus as per Institute requirement during the contract period shall also be carried out by the contractor, as per direction of Competent Authority through the Superintending Engineer, IWD.
<b>Frequen cy of work</b>	1	Mowing of lawn with lawn mower once in a month from July to October as and when required for the remaining months or as directed by Competent Authority through the Superintending Engineer, IWD should be done time to time.
	2	Cutting of hedges, edges and shrubs should be done as and when required.
	3	Cleaning of Hedge and Edge as per requirement should be done.
	4	Flower beds, shrubs, hedges, edges etc. will be irrigated according to day-to-day requirement so as to ensure that the grass and the plants look healthy and green at all times, to the satisfaction of the Competent Authority. Water shall be provided by the Institute, free of cost. (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises)
	5	All the flower beds should be inter-cultured fortnightly or after every irrigation. (NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises)
	6	Maintenance of rose bed: In addition to the maintenance, cutting of plant, root opening, filling of the bed and application of manure and fertilizers must be done once

		in a year, during the month of October or as directed by Competent Authority through the Superintending Engineer, IWD.
	7	Maintenance of canna, lily bulbs and rhizomes: In addition to maintenance, once a year proper digging and manuring of beds should be done .
	8	Fertilizer, manure as required and agreed by (the Competent Authority through the Superintending Engineer, IWD) are to be procured by the contractor and will be reimbursed on actual basis. Manure from drum composting facilities will be provided to the institute free of cost.
	9	Organic Insecticide and fungicide shall be preferred for spraying as and when required. In case organic Insecticide and fungicide are not effective, chemical Insecticide and fungicide may be used with the permission of Competent Authority through the Superintending Engineer, IWD. The bills of such purchase will be paid as per actuals.
	10	Maintenance of open space within zone (VII to X) areas should always be clean with no wild vegetation grown.
	11	All the landscaped area/lawns/open spaces/parks/footpaths should be kept free from weeds, wild growth, unwanted growth, and any other foreign growth by rooting them out.
	12	Cutting of fallen and dried trees and their logs shall be deposited own his cost at central nursery or any location decided by the competent authority.
	13	Preparation compost manure by dry leaves, grass etc. should be done as per the direction of competent authority at the specified location of horticulture waste. The removal outside premises are encouraged only, if there is a limited space.
	14	Shaping/settings of trees/bushes is to be done time to time.
	15	Preparation of new plant/trees by cutting/gooti/layering should be done time to time/season.
	16	Collection of seeds through prepared plants and sowing of seeds should be done time to time/season.
	17	Minor leveling of lawn should be done time to time or as

		and when required.
	18	If the trees are tall/dangerous the contractor has to engage experts workers for executing the tree cutting work for which no extra payment will be made.
	19	The contractor has to remove the horticulture waste such as grass, leaves, tree branches etc. from Hall of residences through tractor trolley as and when required to designated locations decided by the Competent Authority through the Superintending Engineer, IWD. The Tractors are available from the Institute. Diesel cost will be paid as per actuals based on trip log books.
	20	For the Mango Orchard must be maintained.

### **13) SPECIAL CONDITIONS**

1	The contractor has to ensure that the plants, lawns, shrubs, herbs, bushes and potted plants etc. in the above mentioned Zones are kept well pruned, well trimmed and in a healthy state at all times. The dead or decayed portion of the horticulture shall be promptly replaced.
2	The contractor shall have to work under the overall control of the Competent Authority through the Superintending Engineer, IWD.
3	The contractor shall have to appoint a qualified person with a degree in B. Sc. Agriculture/science graduate with 08 years experience of Horticulture work who should be able to develop a complete plan for horticulture in respective zones for every 6 months, should be able to present innovative/sustainable ideas to upgrade the landscaping in the institute with minimum use of water, give necessary training to the workers, supervise the work and also efficiently deploy manpower for improved productivity.
4	If penalty is imposed three times by the Institute during the contract period. The process for termination of contract shall be initiated.
5	All the work should be carried out as per CPWD specifications for horticulture works and as per CPWD Maintenance manual or as directed by the Engineer in Charge appointed by SE, IWD through approval of competent authority.
6	No labour hut shall be allowed to be constructed and no labour shall be allowed to stay in IIT Kanpur campus and nothing shall be paid on this account.
7	All guidelines issued by Government of India time to time related to covid shall have to be followed and implemented by the contractor at work site.

	The contractor have to quote the rates accordingly, no claim on this account shall be entertained at all the stage.
8	Garbage /Malba/ Construction waste etc. present at the areas within the zone of work must be informed to the facility care taker for alerting institute authorities for timely removal
9	Power points shall be provided by the Institute on the suitable places as per requirement for tapping the power supply for the use of machines. The suitable space for the parking of Machines / complaint office shall be provided with in the area with the approval of competent authority through SE, IWD.
10	Mechanism to lodge and respond to complaints
	The agency will provide an effective mechanism to respond to the complaints by students/staff/faculty/guest etc. lodged through the complaint management mechanisms of institute and will resolve the complaints within 2 hours of receipt of complaint. A penalty of Rs 1000/- will be imposed on any pending complaints beyond 24 hours
11	The agency must also create and deploy an Immediate Response Strategy for all types of complaints pertaining to horticulture, within IIT Campus.
12	Assessment of Performance: Performance of the agency will be assessed on the basis of:
a)	Feedback of students/staff/faculty/guests/hall in charge with respect to level of cleanliness and maintaining a green outdoor environment in the campus at all times in the campus at all times etc.
b)	Time taken to respond and resolve the complaints etc.
c)	Efficiency of the complaint redressal system etc.
d)	Rating given by an internal committee to assess the performance based on predefined parameters
13	Area under contract must be maintained as per the standards and scope of work and nothing extra will be paid for maintaining beyond the scope
14	Any fault regarding Civil, Electrical and Air Conditioning as noticed at these areas including leaking pipes should be informed to the concerned Zonal In-charge of the area .
15	The agency will facilitate providing information required for preparation/ updating the detailed landscape map of areas/locations to be with color fill legends for each item. These map will also serve as a bench mark of performance assessment.
16	The contract shall be drawn for a period of 12 calendar months from the date of commencement of work. However, in case of unsatisfactory performance

	of the contractor found frequently, the contract may be terminated on the basis of performance report of the Competent Authority through the Superintending Engineer, IWD.
17	Safety devices and equipments shall be provided by the contractor to all his workmen on duty as required.

**Conditions of Service Level Agreement (SLA)**

Sr No.	Areas	Service Level Agreement (SLA)	Indicator
1.	<b>Horticulture and Landscaped areas</b>	All areas must be maintained as detailed in scope of work and the standards in Annexure 3. All works have to be carried out as per agreed SOP, SEASONAL Plan & SOP approved by Institute and as per CPWD Maintenance manual and CPWD DSR, DAR & SPECIFICATION ( HORTICULTURE & LANDSCAPING)	Green, sustainable horticulture with well-maintained Landscape
2.		<b>Manual brooming to be done in unpaved areas/lawn with spray of water.</b>	
3.	<b>System for lodging and redressing of complaints</b>	A robust system for lodging and redressing of all complaints should be maintained as detailed in Special conditions should be used for resolution of complaints	A functional system enabling tracking of complaints and their resolution.
4.	<b>Horticulture Tools, consumable and Equipment</b>	All tools and equipment should be functional and in good working condition at all times.	
		<b>Minimum stock of approved spares/chemicals/consumables /machines should be maintained at all times.</b>	
		<b>Only approved brands of brands of consumables should be stocked and used if required</b>	
		<b>Machinery, equipment of only approved makes to be used.</b>	Documentary evidence

5.	<b>Horticulture workers</b>	Manpower as per agreed deployment should be available at all times as per direction of competent authority through Superintending Engineer, IWD.	As per the agreement
		All staff should be in uniform.	<ul style="list-style-type: none"> <li>For claiming of EPF and ESI, 100% attendance should be marked in Biometric attendance machines to be arranged the Contractor at selected locations of the campus.</li> <li>100% complaint to be attended.</li> </ul>
		<b>Personal grooming should be as per acceptable standards.</b>	
		All employed staff should be above 18 years of age.	
6.	<b>Maintenance of records</b>	Daily log of manpower, equipment deployed, consumables used should be maintained	Meticulously maintained logs accessible to Institute officers.
		All bills related to procurement must be part of the log and the register must be submitted along with bill copies for verification by institute officers at the time of bill claims.	
7.	<b>Training of workers</b>	<b>The fortnightly training of the horticulture workers is mandatory and same shall be conducted by the agency.</b>	The duly signed sheet by the workers shall have to be submitted to the Institute



## General Guidelines

1.	<p>Assessment of Performance: Performance of the agency will be assessed on the basis of:</p> <p>a) Feedback of students/staff/faculty/guests /warden in charge with respect to level of maintenance of green campus at all times etc.</p> <p>b) Time taken to respond and resolve the complaints etc.</p> <p>c) Efficiency of the complaint redressal system etc.</p> <p>d) Rating given by an internal committee to assess the performance based on predefined parameters</p>
2.	The contractor have to make own arrangement for keeping all machines & attachment inside the campus including its safety and security. The Institute will provide temporary open space inside the campus.
3.	The rates quoted shall be inclusive of all running charges of machines/equipment i.e. Fuel/diesel / battery charges, labour, T&P etc including its Maintenance (routine, preventive and breakdown) of machines shall have to be made by the contractor.
4.	The agency must also create and deploy an Immediate Response Strategy for all types of complaints related to the work within IIT Campus.
5.	All activities are come under control of competent authority through Superintending Engineer, IWD of the Institute. The contractors have to take the daily instructions from him.
6.	<p>i. 100% manpower as per agreed deployment should be made available at all times</p> <p>ii. Personnel grooming should be as per acceptable standards.</p> <p>iii. All employed staff should be above 18 years of age.</p> <p>iv. Daily log of deployment of machines, equipment, consumables &amp; manpower used should be maintained by the contractor with the daily checking by the competent authority through SE, IWD.</p>
7.	<p>Penalties shall be imposed as per the following details:</p> <p>i. If any machine /equipment is found to be non-functional, then a penalty of Rs. 5000/- per 24 Hours will be levied.</p> <p>ii. On receipt of non-maintenance of horticulture areas/landscaped areas of block/parts/whole premises, the pro-rata cost of that part based on the quoted rates shall be deducted from the running bills of the agency.</p> <p>iii. The penalties imposed shall be deductible from payments due to the contractor.</p> <p>iv. The agency will resolve the complaints within 1 hour of receipt of complaint. A penalty of Rs 1000/- will be imposed per pending complaint beyond 24 hours of registration in institute complaint management apps.</p> <p><b>NO FLOODING OF THE AREAS IS PERMITTED DURING WATERING/IRRIGATION, A penalty of Rs.1000/ day /location will be imposed if flooding is noticed anywhere in the premises</b></p>

**TERMS & CONDITIONS**

<b>1</b>	:	<b>Liability of the agency with respect to Labour /Workmen Laws/Acts/Rules &amp; Regulations etc.</b>
<b>1.1</b>	:	The Agency awarded the work shall comply with all applicable laws, Ordinance, Rules & Regulations prescribed in Contract Lab or (Regulation & Abolition) Act 1970, EPF Act, 1952, ESI Act, 1948, Payment of Wages Act, 1936 Workmen Compensation Act, 1923, Employees liability Act 1978, Industrial Dispute Act 1947, Maturity benefit Act 196, Shops and Establishment Act and all other applicable labour laws in respect of this contract and shall pay at its own cost all charges and levies and deposits in connection there with and shall continue to have valid PF Account No. and ESI Registration No. till actual completion of the contract. The Agency shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employee Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, amended from time to time and rules framed here under and other labour laws affecting contract labour that may be brought in to force from time to time.
<b>1.2</b>	:	The Agency shall take, at its own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged in connection with the aforementioned services to be rendered to Institute and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall not be cancelled till the Competent Authority through SE, IWD permits and agrees to it. The Agency shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify Institute against all acts or omissions, fault, breaches and or any claim or demand, loss; injury and expenses to which Institute may be party or involved as a result of Agency's failure to comply and of the obligation under the relevant act/law which the Agency is bound to follow.

1.3	:	The Institute shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Agency reserves the right to remove any personnel with prior intimation to the Institute, emergencies, exempted.
1.4	:	The Agency shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Institute shall own no liability and obligation in this regard.
1.5	:	The Agency shall issue identity cards/identification documents to all its employees who will be instructed by the Agency to display the same.
1.6	:	<p>The Agency shall submit a copy of wages sheet showing monthly wages paid to its personnel. Each monthly bill must accompany:</p> <ol style="list-style-type: none"> <li>List of employees with daily log sheet of manpower engaged by the agency during the month.</li> <li>The amount of wages (The Agency shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF etc.).</li> <li>Copies of authenticated documents of payments of such contributions to EPFO/ESIC &amp; attendance of all workers as per face screening biometric machines.</li> <li>The Agency shall also prepare a register indicating all payments/dues in respect of all the employees.</li> </ol>
2.0	:	<p><b>Payment to Agency:</b></p> <ol style="list-style-type: none"> <li>The Agency shall submit to Institute monthly bills by or before the 7<sup>th</sup> day of following month with all supporting documents.</li> <li>All taxes and levies as per Central/State laws and rules will be deducted/payable from/on the gross amount of the bill during the contract period.</li> <li>Minimum wages rates shall be reimbursed only for the actual amount paid, if increased during contract period in accordance to the Government notification so as to enable the Agency to meet the statutory obligation. Necessary proofs of such actual payment made</li> </ol>
		<p>As a result of Govt. notification of the previous month shall be submitted by the Agency to Competent Authority through SE, IWD following month failing which the bill be kept pending.</p> <ol style="list-style-type: none"> <li>Minimum wages payable to the employees shall be as per Central Govt. notification for minimum wages, or as notified from time to time.</li> <li>All tools and equipment's and consumable with the date of purchase/damage</li> </ol>

		must be recorded in the register with all related bills n and should be submitted for reference of institute at the time of verification of bills if required
<b>3.0</b>	:	<b>Indemnification:</b> The agency shall be directly responsible to indemnify the Institute against all charges, dues, claims, etc. arising out of the disputes relating to the dues and employment of the personnel deployed and further for any claim/compensation against all damages and accidents caused due to negligence on the part of the agents, employees and other personnel of the agency.
<b>4.0</b>	:	<b>Force Majeure:</b> If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics quarantine restriction, strikes, lockouts or acts of god (hereinafter referred to as events) provided notice of happenings of any such event, is served by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof. Provided the Party satisfies Institute adequately of the measures taken by it. Neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the' other in respect of such non-performance or delay in performance. Further, the services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Institute as to whether the services have to resume or not shall be final and conclusive, provided further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, Institute may at his option, terminate the contract.
<b>5.0</b>	:	<b>General Conditions of Contract:</b>
<b>5.01</b>	:	The Competent Authority through SE, IWD shall be authorized to give instructions to the <b>Horticulture In Charge</b> of the Agency at the premises of Institute on all matters relating to the scope of work specified in this tender.
<b>5.02</b>	:	The working generally shall be carried out in accordance with the scope and as per directions of the Competent Authority through SE, IWD of the work.
<b>5.03</b>	:	The Agency shall adhere to standard operating procedure furnished by them at the time of presentation of technical bid and submit the signed hard copy for evaluation.
<b>5.04</b>	:	The information mentioned in the tender documents is being furnished for general information & guidance only. The Competent Authority through SE, IWD in no case shall be held responsible for the accuracy there of or interpretations or conclusion drawn there from. The Agency shall verify such data to his entire satisfaction before quoting the rates and the Interpretation by Institute in respect to fall matters shall be final and binding.

5.05	:	The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Competent Authority through SE, IWD and nothing extra shall be paid on this account.
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5.06	:	The Agency shall comply with all orders and directions of the local bodies or Municipality, issued in accordance with law, and abide by their rules and regulations and pay all fees and charges, which they may be liable to pay.
5.07	:	The Agency shall transport the garbage/malba/horticulture waste only to the locations specified by the Institute and shall not stack <del>garbage</del> building material/malba elsewhere of the Institute land or road or on the land owned by any other. Non-compliance will attract severe penalty.
5.08	:	The Agency shall take all necessary precautions to keep the noise level to the barest minimum in terms of applicable laws/rules.
5.09	:	No hazardous inflammable materials and items dangerous to life shall be allowed to be stored in Institute building/premises.
5.10	:	The Agency shall execute his work in such manner that no damage is made to the existing structure or any property of the Institute.
5.11	:	No assistance of any kind shall be made available by Institute for the purchase of equipment's, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
5.12	:	Samples of all materials required for execution of the work shall be got approved from the Superintending Engineer. Materials manufactured by Firms of repute as specified in list shall only be used.
5.13	:	Institute reserves the right to immediately step in and to carry out a part or whole of the work entrusted under this contract in case of any default or unsatisfactory performance by the Agency without resorting to the formalities of issuing notices, etc., for rescinding the contract and the Agency would have no claim for compensation in such cases.
5.14	:	The Agency shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Institute business or security arrangements (including but not limited to the Assignment instructions, Schedules and other subsequent Arrangements) and/or business of the Institute. The obligation is not limited to any Scope and the Agency shall be held responsible in case of breach of the confidentiality of Institute's information.
5.15	:	If the Agency receives enquiries from Press/Media/Radio/Television or other bodies/persons, the same shall be referred by the Agency to Institute immediately on receipt of such queries.

5.16	:	The Agency shall not Sub-contract, Sub-let, transfer or assign the contractor any other part thereof. In the event of the agency contravening this condition, Institute shall be liable to place the contract elsewhere on the agency's risk and cost and the agency shall be liable for any loss or damage, which the Institute may sustain in consequence or arising out of such replacing of the contract.
5.17	:	The Agency shall not employ any person below the age of 18 years.
5.18	:	The machines brought on site will not be allowed to be taken away except for repairs, till completion of work without specific permission from Competent Authority through SE, IWD in writing. The register indicating machines numbers etc. For identification will be prepared on the day of start of work and will be open for inspection by Competent Authority through SE, IWD.
5.19	:	If any material is not mentioned in tender document, but required at site for O&M work, shall be brought by Agency as per requirement.
5.20	:	The Institute shall not be responsible for any loss of material used by the Agency at site.
6.0	:	Code of conduct: The Agency shall strictly observe that its personnel:
6.01	:	Are always neatly dressed.
6.02	:	Are punctual and arrive at least 15 minutes before start of duty time.
6.03	:	Take charge of duties properly and thoroughly and be vigilant all the time.
6.04	:	Perform their duties with honesty and sincerity.
6.05	:	Read and understand their post and site instructions and follow the same.
6.06	:	Extend respect to all Officers and staff of the office of the Client.
6.07	:	Shall not drink on duty or come drunk and report for duty.
6.08	:	Will not gossip while on duty.

6.09	:	Must not be found sleeping while on duty.
6.10	:	Will immediately report if any untoward incident/misconduct occurs, to the control room of the Agency and Institute security.
6.11	:	Get themselves checked by security personnel whenever they go outside the Institute campus.
7.0	:	<b>What the Institute will provide to the agency:</b> Once the contract is awarded, the Institute will provide the following to the agency:  a. Space (as available) for setting up of a control room/and storage of consumables if required b. Internal EPABX line to be used as a helpline for O&M services
8.0	:	Agency/Firm shall abide by all laws of the land including, labour laws, Companies Act, Tax deduction liabilities, welfare measures of its employees and all other statutory obligations that enjoin in such cases and are not enumerated and defined herein, through any such onus shall be the exclusive responsibility of the Agency/Firm, and it shall not involve the Institute in anyway whatsoever.
9.0	:	Institute reserves the right to require the Agency/ Firm to remove any person deployed by the company, without assigning any reasons/notice. This will be without prejudice to the right of the Agency/ Firm to remove any of his own employees deployed in the Institute.
10.0	:	In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.
11.0	:	The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will <u>at all times</u> remain the employees of the Agency/ Firm only and shall have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including <u>but not limited to their</u> salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract
12.0	:	It would be responsibility of Agency/ Firm to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute. Agency shall hold valid labour license during the contract period.
13.0	:	All employees of the Agency/ Firm shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Firm/Agency/ Firm at their own cost. The ID Cards will be issued by the Agency/ Firm. These will be countersigned by the IIT Kanpur Security Officer.

<b>14.0</b>	:	The Agency/ Firm will provide Name Address, Telephone No. & Photographs of its employees along with address proof, posted at IITK to Works Department for records.
<b>15.0</b>	:	The Agency/Firms shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/ Firm is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/ Firm shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency/ Firm shall issue necessary Instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.
<b>16.0</b>	:	The Agency/ Firm will be responsible for all the staff supplied and the firm shall verify their credentials from local police on their own and a certificate by firm to this effect be furnished to IIT Kanpur by the Agency/ Firm. Agency/Firm shall Maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required.
<b>17.0</b>	:	In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through SE, IWD.
<b>18.0</b>	:	That no right, much less a legal right shall vest in the Agency/ Firm workers to claim/ have employment or otherwise seek absorption in the Institute nor shall the Agency/ Firm workers have right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency/ Firm and this should be the solely responsibility of the Agency/ Firm to make it clear to their workers before deputing on work at the Institute.
<b>19.0</b>	:	The Agency/Firm/Agency/Firm shall not appoint sub-Agency/Firm to carry out any obligation under the contract.
<b>20.0</b>	:	The Agency/ Firm shall be equipped to give the services on all days of the month including gazette holidays if required i.e., round the period of contract as work specified in NIT. There will be no separate payment for three National Holidays i.e., Republic Day, Independence Day and Gandhi Jayanti and the same is deemed to be included in the daily / monthly charge claimed in tender by the Agency/ Firm.
<b>21.0</b>	:	None of the employees of the Agency/ Firm shall enter into any kind of private work at the different campuses of the Institute during working hrs.
<b>22.0</b>	:	The employees of Agency/ Firm shall be of good character and of health and shall not be below age 18 years and no worker will be allowed to stay in the Institute campus.



23.0	:	The Agency/ Firm shall maintain an Inspection Book as prescribed which will be made available to supervisory staff of the Institute. Fault / Observation record there on shall be attended to immediately.
24.0	:	The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of Mechanized cleaning work of the campus from the Competent Authority through SE, IWD.
25.0	:	<b>Wages to be paid to the workers shall not be less than the Minimum Daily Wages notified / fixed by Labour Department of Central Govt. from time to time under any circumstances.</b>
26.0	:	The duration of the contact shall be <b>one year further extendable up to Two years</b> and can be terminated even earlier by giving notice in writing on account of any of the following reasons:- a. On account unsatisfactory performance b. Breach of contract clauses c. Persistently neglect to carry out his obligations under the contract
27.0	:	When the Agency/Firm has made himself liable for action under any of the cases aforesaid, the Superintending Engineer on behalf of BOG, IIT Kanpur shall determine the contract as aforesaid (of which termination notice in writing to the Agency/ Firm under the hand of the Competent Authority through SE, IWD shall be conclusive evidence) upon such determination, the Security Deposit & PBG shall be liable to be forfeited and shall be absolutely at the disposal of the BOG, IIT Kanpur. In the event of above courses being adopted by Superintending Engineer, the Agency/ Firm shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased T&P for the work.
28.0	:	The Agency/ Firm shall in no case pay his employees less than the minimum mandatory rates of wages per day / month. The payment should be made through RTGS or by cheque in the presence of authorized Institute representative and a record of that should be kept in a Register which may be examined by the Institute at any time. In case the Agency/ Firm fails to make timely payments to its employees or at the minimum rates, the Institute shall arrange to pay the employees of the Agency/ Firm at the risk and cost of the Agency/ Firms. The Agency/Firm shall make payments to his employees with details on pay slips Which should be given to his employees at the time of payment and copy of the pay slip to be submitted to IIT Kanpur every month for records.

<b>29.0</b>	:	Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996 and its amendments. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.
<b>30.0</b>	:	The Institute can increase and decrease the scope of the contract in case there is an increase or a decrease in area to be maintained, and also depending on change in functioning of Institute facilities with prior notice of 30 days. The increase/decrease in the scope of the contract would accordingly affect the billing on pro-rata basis.
<b>31.0</b>	:	Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the Competent Authority through SE, IWD or his authorized representative.
<b>32.0</b>	:	IIT Kanpur is a 'No SMOKING ZONE' The Agency/ Firm should ensure that his employees DO NOT SMOKE while working in the IIT Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ Khaini / tobacco etc. they will not play cards or indulge in gambling on campus. Any violation will be treated as per existing rules of IIT Kanpur.
<b>33.0</b>	:	The Agency/ Firm shall be required to frame & work as per SOP (Standard Operating Procedure) which shall be submitted to Institute after award of work and agency/ firm shall strictly follow it.
<b>34.0</b>	:	No labour hut shall be allowed to be constructed and no labour shall be allowed to stay in IIT Kanpur campus and nothing shall be paid on this account.
<b>35.0</b>	:	The Agency/ Firm shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed and anything related to carry out the work. All the rules & regulations & byelaws lay down by the local bodies and any other statutory bodies shall be adhered to, by the Agency/ Firm, during the execution of work.
<b>36.0</b>	:	Agency/ Firm must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Agency/Firm or its deployed staff from the Institute for such items.

37.0	:	Tenderer should not have conflict of interest. The tenderer found to have conflict of interest shall be disqualified.
38.0	:	No Joint ventures are allowed. Sub-letting is not be allowed.
39.0	:	<u>No escalation clause i.e., clause 10 CC of General Condition of Contract of CPWD is applicable in this NIT/ Contract.</u>
40.0	:	All staff to employ by the Agency/ Firm will be deployed in consultation with the Competent Authority through SE, IWD or his representative before their deployment for the above job for security clearance etc.
41.0	:	Deviation can occur on excess side after prior approval of Competent Authority through SE, IWD only if additional area is added in existing scope of work. Negative deviation is permissible as per directions of Competent Authority through SE, IWD. If the Competent Authority through SE, IWD approves reduction in manpower, material or machine no recovery shall be made from contractor for this.
42.0	:	Scrutiny/evaluation of the technical-cum-commercial bid shall be done by the committee. In case, it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications/requirements and/or contains too many deviations, the committee reserves the right to reject the technical bid of such firms(s) without making any reference to the tenderer(s).
43.0	:	Necessary clarifications required by the committee shall have to be furnished by the tenderer within the time given by the committee for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department/institute as and when so desired. In case, in the opinion of the committee a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
44.0	:	The committee reserves the right to reject any or all the price bids and call for fresh prices/tenders as the case may be without assigning any reason.
45.0	:	<b>TERMS OF PAYMENTS</b> Monthly Account Payment shall be processed only after submission of document of payment of wages to the workers and submission of contribution receipts of EPF & ESI of workers as applicable. Bidder should note that necessary documents (PAN card, Cancelled cheque, GST Reg. proof and RTGS mandate form as per prescribed proforma of IIT Kanpur) be submitted as soon as the work is awarded to them. Separate Contractor's Code shall be generated in IIT Kanpur if the bidder is a new contractor to IIT Kanpur ('Code' is perpetual in nature). Payment shall be processed after submission of Invoice and necessary documents / certificates (as mentioned in the NIT). There is a prevailing practice of pre- audit of alternate bills at IIT Kanpur before releasing payment. Bidder shall have to comply all necessary documents as outlined in

		the Contract as to be desired by the Auditor and or by the accountant. It may take one month in the whole process (from submission / acceptance of bill in CMB / MB by the contractor up to processing by Accounts section) to release payment subject to quick compliance of all submittals by the contractor. Applicable Taxes shall be got deducted from the bill as per prevailing orders of the Government. 'GST part of the bill' shall be released after submission of proof of payment of GST, i.e., B2Bchallan, etc. by the contractor.
46.0	:	<b>RATES:</b> The rates quoted by the tenderer, shall be firm and inclusive of all taxes ( <b>excluding 18% GST as applicable</b> ), duties, levies, etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing and commissioning etc. at site including temporary construction of storage, risks overhead charges, general liabilities/ obligations.
47.0	:	<b>Institute</b> has a policy against <b>sexual harassment</b> and is committed to providing an environment free from <b>sexual harassment of women</b> at the workplace. Contractor shall have to abide by the policy of the Institute with due diligence. Any violation on the part of the contractor shall be dealt with the extant rules of the Institute.
48.0	:	That the contractor shall deploy workers as per requirement given in the schedule in consultation with the Competent Authority through SE, IWD in such a way that they get weekly one-day rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of the Act. The contract or shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. Nothing extra shall be paid by the Institute.
49.0	:	That the contractor shall keep the IITK indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case IITK is made party and is supposed to contest the case, IITK will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to IITK on demand. Further, the contractor shall ensure that no financial or
		Any other liability comes on IITK in this respect of any nature whatsoever and shall keep IITK indemnified in this respect.
50.0	:	EPF & ESI contribution in respect of the workers, as applicable, shall be deposited with the authority concerned as per applicable rules in time and employer's share limited to minimum amount shall be got reimbursed to the contractor by IIT Kanpur on production of proof of deposition. But before claiming bill, EPF & ESI contributions shall have to be updated and to be submitted for the preceding month else further bill cannot be processed.

51.0	:	<p><b><u>DISPUTE RESOLUTION</u></b></p> <p>The institute reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the agency in due course.</p>
51.1	:	<p><b>Arbitration Clause</b></p> <p>a) Except as otherwise provided anywhere in this Agreement, if any dispute, difference, the question of disagreement or matter, whatsoever, arises between the parties, as to the meaning, operation or effect of the Agreement or out of or relating to the Agreement or breach thereof, the same shall be referred to a Sole Arbitrator, to be appointment by the Director of the Institute at the time of the dispute.</p> <p>b) If the Arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reasons from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed on the matter de- novo.</p> <p>c) It is a term of the Agreement that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.</p> <p>d) It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.</p> <p>e) The place of the arbitration shall be Kanpur Nagar, Uttar Pradesh, India.</p> <p>f) Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications, amendments or re-enactment thereof and rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.</p> <p>g) Except as otherwise provided anywhere in this Agreement, the Arbitration proceedings shall be conducted in English and the Agreement shall be constructed, interpreted and governed by the law of India, for the time being in force.</p>
51.2	:	<p><b>Jurisdiction of Courts</b></p> <p>The court(s) at Kanpur Nagar, Uttar Pradesh, shall have the exclusive jurisdiction to try any as all the disputes(s) between the parties arising out this Agreement.</p>

**INTEGRITY PACT**

To

.....,  
.....,  
.....

Sub: NIT No 33/C/D1/2021-22 for the work of “Horticulture work in Zone VII to Zone X of IIT Kanpur”.

Dear Sir,

It is here by declared that IIT Kanpur (IITK) 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 the tender/bid documents, failing which the tender/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 IITK.

Yours faithfully,

Superintending Engineer

**[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONGWITH BID DOCUMENTS]**

To

Superintending Engineer, IIT Kanpur

Subject: Submission of Bid for the work of “Horticulture work in Zone VII to Zone X of IIT Kanpur”.

Dear Sir,

I / We acknowledge that IIT Kanpur 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 / bid 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 IITK. 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, IITK 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 signed by authorized signatory of the Bidder)

[To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IITK]

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of.....  
20.....

**BETWEEN**

The Board of Governors, IIT Kanpur represented through Superintending Engineer, IIT Kanpur  
.....,

(Hereinafter

referred as the 'Principal/Owner',  
(Address of Division)

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
..  
.....  
..  
(Name and Address of the Individual/firm/Company)

Through.....

..... (Hereinafter referred (Details of  
duly authorized signatory)

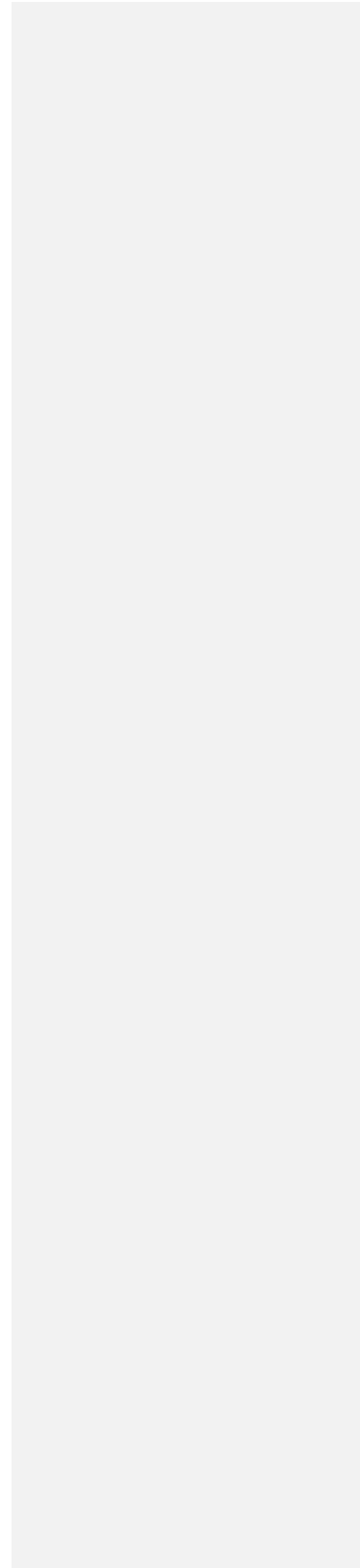
to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) PREAMBLE

WHEREAS the Principal / Owner has floated the Tender (NIT No 33/C/D1/2021-22 Dated 22.03.2022) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Horticulture work in Zone VII to Zone X of IIT Kanpur". (Name of work) 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 WHERE AS to meet the purpose foresaid 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.



## **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:

No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, 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.

The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender 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 Tender process or the Contract execution.

The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC 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 tendering 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 Tender process and during the Contract execution:

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 Tender 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 Tender process or during the execution of the Contract.

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.

The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC 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.

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 tender but not both. Further, in cases where an agent participates in attender 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.

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.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices **means a willful 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 tendering 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 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 Tender 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 Tender 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 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 confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify is exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender 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 Sub-contractors/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 Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**ARTICLE 6: DURATION OF THE PACT**

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 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.
2. 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 of IIT Kanpur.

**ARTICLE 7: OTHER PROVISIONS**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters 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 intensions.
5. It is agreed term and condition 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**

1. 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/Contact documents with regard 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)

.....  
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(For and on behalf of Bidder / Contractor) WITNESSES:

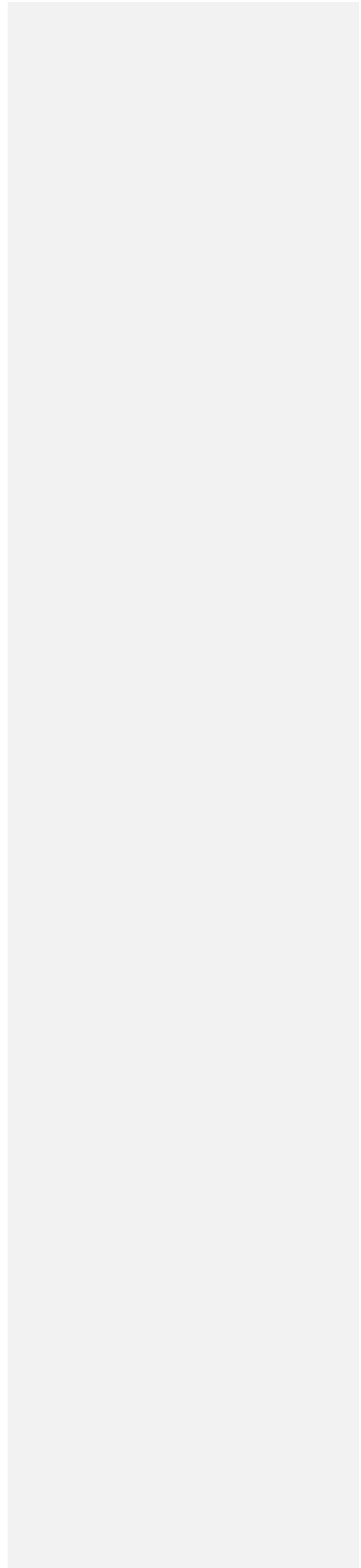
1.....

(Signature, name and address)

2.....

(signature, name and address)

Place: Dated: Dated:



### **Special Conditions of contract**

1. Agency/ Firm shall abide by all laws of the land including, labour laws, Companies Act, Tax deduction liabilities, welfare measures of its employees and all other statutory obligations that enjoin in such cases and are not enumerated and defined herein, through any such onus shall be the exclusive responsibility of the Agency/ Firm, and it shall not involve the Institute in any way whatsoever.
2. Institute reserves the right to require the Agency/ Firm to remove any person deployed by the company, without assigning any reasons/notice. This will be without prejudice to the right of the Agency/ Firm to remove any of his own employees deployed in the Institute.  

In the case of any dereliction of duty, negligence, an unintended or intended damage caused by the Agency/ Firm or its staff pertaining to this agreement, or otherwise, any harm is done to the Institute, the Agency/ Firm shall make good the loss or pay the compensation, refund expenditure on legal/judicial proceedings as well as pay such penalty which the party of the first part may deem fit.
3. The Agency/ Firm shall be reimbursed GST on services, if applicable, as per Govt. of India guidelines as mentioned on production of proof of submission of GST to the IITK for particular project. Any tax liabilities arising due to payment will be deducted before such payment.
4. The parties to the Contract agree and reiterate that the personnel deployed/ employed by the Agency/ Firm will at all times remain the employees of the Agency/ Firm only and shall have no claim whatsoever against the Institute in respect of any aspect of their employment whatsoever including but not limited to their salaries, conditions of service benefits and payment of provident Fund or Gratuity etc. and this clause shall be incorporated in the letter of appointment issued to each and every employee engaged by it for the purposes of this contract.
5. It would be responsibility of Agency/ Firm to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute.
6. The Agency/ Firm shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover.
7. All employees of the Agency/ Firm shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Firm at their own cost. The ID Cards will be issued by the Agency/ Firm. These will be countersigned by the IIT Kanpur Security Office.
8. The Agency/ Firm will provide Name Address, Telephone No., Proof of identity and address & Photographs of its employees posted at IITK to Works Department for records.
9. The Agency/ Firm shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/ Firm is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/ Firm shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency/ Firm shall issue necessary Instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.

10. The Agency/ Firm will be responsible for all the staff supplied and the firm shall verify their credentials from local police on their own and a certificate by firm to this effect be furnished to IIT Kanpur by the Agency/ Firm. Agency/Firm shall maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required.
11. In the event of any loss being occurred to the Institute on account of the negligence of the duty by the Agency/ Firm/ Agency/ Firm's employees, the Agency/ Firm shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation as per decision of Competent Authority through SE, IWD.
12. That no right, much less a legal right shall vest in the Agency/ Firm workers to claim/ have employment or otherwise seek absorption in the Institute nor the Agency/ Firm workers shall have no right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency/ Firm and this should be the solely responsibility of the Agency/ Firm to make it clear to their workers before deputing on work at the Institute.
13. The Agency/ Firm shall not appoint sub-Agency/ Firm to carry out any obligation under the contract.
14. The Agency/ Firm will take day to day instructions from the supervisory staff of the institute and shall maintain diary for the same.
15. If the Agency/ Firm fails to implement the schedule of services to the satisfaction of Competent Authority through SE, IWD of the Institute on any part of the said campus, shall be penalized by imposing a fine as mentioned in Agreement for breach of contract. The penalty shall continue for successive days on the Agency/ Firm as per certificate from the Competent Authority through SE, IWD and such penalty shall be recovered from the bill of the Agency/ Firm. The decision of Competent Authority through SE, IWD shall be final and binding of the Agency/ Firm.
16. The Agency/ Firm shall require furnishing the particulars of workers immediately after award of the work to Competent Authority through SE, IWD.
17. The Agency/ Firm shall maintain an Inspection Book as prescribed which will be made available to supervisory staff of the Institute. Fault / Observation record there on shall be attended to immediately.
18. The monthly payment shall be made to the Agency/ Firm on production of certificates of satisfactory completion of all services within the scope of contract at the mentioned areas of campus of the Indian Institute of Technology Kanpur from the Competent Authority through SE, IWD.
19. Minimum wages shall be paid by the Agency/ Firm at the rate fixed by Central Government. Arrears, if due as a result of increase in minimum wages would be reimbursed to the Agency/ Firm on submission of proof of actual payment to the worker as per hand receipt. In case of half Yearly increase in Minimum wages /VDA by the Central Government as per minimum wages act, the Agency/ Firm will submit copy of gazette notification to the Institute and the same will be considered for payment..
20. Whenever a new hall of residence is created a set of team from the existing group to be transferred for the task and do the recruiting in a slow manner as and when required as per the norms accepted by the institute as per the standards.
21. The duration of the contact shall be one year and extendable up to three years. Contract can be

**Comment [ETPC2]:** Needs to be removed or modified



terminated even earlier by giving notice in writing on account of any of the following reasons:-

- a) On account unsatisfactory performance.
- b) Breach of contract clauses.
- c) Persistently neglect to carry out his obligations under the contract.

- 22.** When the Agency/ Firm has made himself liable action under any of the cases aforesaid, the Competent Authority through SE, IWD on behalf of BOG, IIT Kanpur shall determine the contract as aforesaid (of which termination notice in writing to the Agency/ Firm under the hand of the Competent Authority through SE, IWD shall be conclusive evidence) upon such determination, the earnest money deposit/ Security deposit shall be liable to be forfeited and shall be absolutely at the disposal of the BOG, IIT Kanpur. In the event of above courses being adopted by Competent Authority through SE, IWD, the Agency/ Firm shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased T&P for the work.
- 23.** The Agency/ Firm shall in no case pay his employees less than the minimum mandatory rates per day / month as announced by Central Government from time as per minimum wages act and wages. The payment should be made through RTGS and a record of that should be kept in a Register which may be examined by the Institute at any time. In case the Agency/ Firm fails to make timely payments to its employees or at the minimum rates, the Institute shall pay the employees of the Agency/ Firm directly and suitable deductions shall be made from the amount to be paid to the Agency/ Firms. The Agency/ Firm shall make payments to his employees with details on pay slips which should be given to his employees at the time of payment and copy of the PAYSLEIPS to be submitted to IIT Kanpur every month for records.
- 24.** The employees of Agency/ Firm shall be bound to perform the assigned jobs by IIT Kanpur even though the same may not have been included in the Schedule of Services.
- 25.** Agency/ Firms will apply to the Labour Commissioner for obtaining a Labour License as applicable and nothing extra shall be paid, to Agency by IIT Kanpur. Agency/ Firms will submit a copy of license to Competent Authority through SE, IWD of IIT Kanpur.
- 26.** To ensure proper up keeping of all the specified area all over the campus, the Competent Authority through SE, IWD may ask the facilities in-charge or any such representative to coordinate with each Deptt. / Centre Unit in charge as the case may be.
- 27.** The Agency/ Firm would sign and give an undertaking as per Performa every month for compliance of the provision of Contract Labour Act. Rule and other Law as applicable.
- 28.** The Institute can increase or decrease the manpower requirement in case there is a further increase or decrease in area or if there is any change in the functionality of the area to be maintained. The increase/ decrease in manpower would accordingly affect the billing on pro-rata basis.
- 29.** Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Kanpur Courts only and no other court shall have the jurisdiction.
- 30.** A Separate challan must be submitted for the payments of ESI & EPF of its employees deployed only at the Institute for the specific work agreement.

31. Workers deployed should not be changed frequently due to security reasons. If any rotation of the workers is required on account of Labour Laws, this may be done with prior intimation to the Competent Authority through SE, IWD or his authorized representative.
32. IIT Kanpur is a 'No SMOKING ZONE'. The Agency/ Firm should ensure that his employees DO NOT SMOKE while working in the IIT Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/ Khaini / tobacco etc. they will not play cards or indulge in gambling on campus.
33. The Agency/ Firm shall be required to frame & work as per SOP (Standard Operating Procedure) which shall be submitted to Institute after award of work and agency/ firm shall strictly follow it.
34. No labour hut shall be allowed to be constructed and no labour shall be allowed to stay in IIT Kanpur campus and nothing shall be paid on this account.
35. For ESI/EPF/GST shall be reimbursed, if applicable, only on the production of documentary proof of payment to the concerned authorities/ departments for the particular project.
36. The Agency/ Firm shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed and anything related to carry out the work. All the rules & regulations & byelaws lay down by the local bodies and any other statutory bodies shall be adhered to, by the Agency/ Firm, during the execution of work.
37. Agency/ Firm must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Agency/ Firm or its deployed staff from the Client for such items.
38. The Agency/ Firm must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Clients office. The Agency/ Firm should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client/Agency/ Firm must employ adult and skilled personnel only.
39. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Agency/ Firm. Agency/ Firm shall deploy/ engage reliable persons at client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities Agency/ Firm shall intimate the details like name, age parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
40. Agency/ Firm shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
41. Agency/ Firm should at all times indemnify Client against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938 ; the workmen compensation Act, 1932 ; Industrial Disputes Act, 1947 ; Maternity Benefit Act, or any modification thereof or any other law relating thereto and rules made hereunder from time. Client will not own any responsibility in

this regard.

- 42.** Agency/ Firm staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Agency/ Firm shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Agency/ Firm shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike / unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 43.** Tenderer should not have conflict of interest. The tenderer found to have conflict interest shall be disqualified.
- 44.** No. Joint ventures are allowed.
- 45.** No Rebate on account of small-scale industries or any other ground or on any other ground or documents shall be granted in this SPC/ Tender
- 46.** Negative deviation is permissible as per directions of Competent Authority through SE, IWD.
- 47.** Training of the workers of the site as per Skill India program under National Skill Development Corporation, (NSDC norms and conditions) are to be provided.
- 48.** Deviation up to 1.5 times of contract amount per annum may be approved by Competent Authority with recorded reasons and take suitable corrective action.

### **BID SUBMISSION CHECK LIST**

#### **FOLLOWING MANDATORY DOCUMENTS TO BE SUBMITTED WITH ONLINE BID SUBMISSION:**

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below: -

<b>Envelope – 1</b> (Following mandatory documents to be provided as single PDF file)			
<b>Sl. No</b>	<b>Docu ments</b>	<b>Content</b>	<b>File Typ es</b>
1	<b>Technical Bid</b>	EMD Declaration: Annex 2	.PDF
2		Turnover certificate as per 3.1 (Format: Form A)	.PDF
3		Solvency certificate (Format: Form B)	.PDF
4		Form – C duly filled in with supporting documents	.PDF
5		Work experience certificate (as per 3.3 & 3.4)	.PDF
6		Document of manpower deployment for last three years (as per 3.5)	.PDF
7		Acceptance to execute INTEGRITY PACT	.PDF
8		Form – E duly filled in with supporting documents (pl refer 3.11)	.PDF
9		Copy of PAN card	.PDF
10		EPF & ESI Registration	.PDF
11		GST Registration Certificate	.PDF
12		Back to back undertaking on 100 rupees stamp paper and duly not arise (vide 3.1)	.PDF
13		Quality Certificate	.PDF
14		PERFORMANCE REPORT OF WORKS REFERRED IN FORMS “C” TO BE SUBMITTED IN FORM “D”	.PDF
15		Letter of transmittal	.PDF
16		Annexure – 1 duly filled in and signed	.PDF
17		Annexure – 2 duly filled in and signed	.PDF

18		Annexure – 3 (BOQ)	.PDF
19		Annexure – 5 duly filled in and signed	.PDF
20		Annexure – 6 Master plan showing Zones 7 to 10 of the IITK Campus	.PDF
Envelope – 2			
Sl. No	TYPES	Content	
1.	<b>Financial Bid</b>	Price bid should be submitted in BOQ format.	.PDF