



Indian Institute of Management Udaipur  
भारतीय प्रबंधन संस्थान उदयपुर

## INDIAN INSTITUTE OF MANAGEMENT UDAIPUR

(An Autonomous Institute under the Ministry of Education, Govt. of India)

### SINGLE PERCENTAGE RATE TENDER DOCUMENT

FOR

**Name of Work:- Annual Maintenance of Horticulture Services at IIM Udaipur.**



Tender No. : IIMU/Tender/Horticulture/2023

Dated: 5/6/2023

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Indian Institute of Management Udaipur  
Balicha, Udaipur-313001, Rajasthan  
Website: [www.iimu.ac.in](http://www.iimu.ac.in)

Signature of Bidder

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Signature of Assistant Manager-Estate



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**Notice Inviting Tender (NIT)**  
**For Annual Maintenance of Horticulture work at IIM Udaipur**

Indian Institute of Management Udaipur (hereinafter referred to as “Institute” or “IIMU”) is an Autonomous Institute under the Ministry of Education (MoE), Government of India. IIM Udaipur is recognized as a premier management institution in the country.

Indian Institute of Management Udaipur invites **Percentage Rate E-tender** (online tender) from approved and eligible contractors, under two part bidding System [Technical Bid & Financial Bid] from enlisted agencies having valid registration with CPWD/MES/ Railways/PSU’s or any other State/Central Government organization registered under composite work category on last date of submission of bids for the application of Annual maintenance of horticulture work in tender documents. The bidders should have expertise experience in the similar field for undertaking works related to Horticulture works "**Annual Maintenance of Horticulture Services at IIM Udaipur.**".

**Bidders must read the complete ‘Tender Documents:** This NIT is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. The Bidders must go through the complete Tender Document for details before submission of their Bids.

**‘The Bidders shall sign and stamp each page of this tender document as a token of having read, understood, and comply with tender, the terms, and conditions contained herein. Manual bid/tender will not be accepted under any circumstances. Incomplete bids/ documents shall be rejected without giving any reason.**

**Availability of the Tender Document** -This tender document containing eligibility criteria, the scope of work, terms and conditions, specifications, and other documents, can be downloaded at/from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/cppp/> or Indian Institute of Management Udaipur website: [www.iimu.ac.in](http://www.iimu.ac.in) .

**Clarifications** – A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from the Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended.

**Submission of Bids, EMD:** - Bids shall be submitted through online mode under the e-procurement system. **No manual Bids shall be made available or accepted for submission.** The bidders have to apply online through E-Procurement portal <https://eprocure.gov.in/cppp/> only. **“The original EMD is to be submitted in a sealed envelope to be superscribed this tender name & the name of their agency and must reach the below address before the last date & time for submission of the bid.”**

*The Chief of Administration  
IIM Udaipur,  
Balicha, Udaipur-313001,Rajasthan*

Signature of Bidder

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Signature of Assistant Manager-Estate



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### 1. TENDER INFORMATION SUMMARY (TIS)

Name of Work	<b>Annual Maintenance of Horticulture Services at IIM Udaipur.</b>
Period for Completion of work	1 Year
Estimated Cost of Tender	<b>Rs.54,22,606</b> /- (Rupees Fifty Four Lakhs Twenty Two Thousand Six Hundred Six Only)
Tender Fee	<b>Rs. 1500/-</b>
Earnest Money Deposit	<b>Rs. 1,08,500</b> /-(Rupees One Lakh Eight Thousand Five Hundred only) in the form of Demand Draft/ Pay Order in favour of <b>“Director, Indian Institute of Management, Udaipur, Rajasthan”</b>
Performance Guarantee (at the time of signing of Agreement)	5 % of the tendered amount
Validity of Bid	90 Days from the date of submission of bid
Date of Publishing	5.06.2023, 1800 hrs
Tender Downloading Start Date	5.06.2023, 18.00 hrs.
Pre-Bid meeting	12 .06.2023, 11.00 hrs.
Tender Submission Last Date	20 .06.2023, 11.00 hrs.
Date and Time of Technical Bid Opening	20.6.2023, 17.00 hrs
Date and time of Financial Bid Opening	To be notified later
Submission of Bids	The bid shall be submitted online on CPP Portal
Tender Opening Place	<b>On e-procurement portal</b>
Office/ Contact Person/ email for clarifications	<b>Phone - 02942477254</b> <b>Email - <a href="mailto:procurement@iimu.ac.in">procurement@iimu.ac.in</a></b>



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**Section-01**

**TECHNICAL BID SUBMISSION FORM**

**FORM- 1**

<b>1</b>	<b>Name of Tendering Company / Firm / Tenderer</b>	
<b>2</b>	Name of Director/ Partners/Chairperson	
<b>3</b>	<b>Full Particulars of Office</b>	
(a)	Address	
(b)	Telephone Nos.	
(c)	Mobile Nos.	
(d)	E-mail Address	
<b>4</b>	<b>Registration Details</b>	
(a)	Firm Registration No./Partnership / Proprietorship	
(b)	PAN No.	
(c)	GST Registration No.	
(d)	Bidder Registered No. with CPWD/MES/Railways PWD of State,PSU's, or any Central/ State Govt. Organization	
(e)	If an MSME entity, enclose copy of registration with Code 41/42/43.	
<b>5</b>	<b>Details of Tender Document Fee &amp; Earnest Money Deposit</b>	
(a)	Tender Document Fee Amount	
(b)	Earnest Money Deposit	
<b>6</b>	<b>Tax Returns</b>	
(a)	Income Tax Returns 2019-20 ,2020-21 & 2021-22	
(b)	Latest GST Returns	

**Signature of Bidder as  
Authorized by the Company**



## FORM-2

(Details of the completed contracts for providing similar works in chronological order)

	Name and Address of the organization where the services were/are being provided	Name, Designation and Telephone / Fax No. of the officer of that organization concerned	Value of Contract	Duration of Contract		Date of Completion
				From	To	
				DD/MM/YY	DD/MM/YY	
A						
B						
C						
D	Additional information, if any					

\* Self attested completion certificate issued by the issuing Organization to be enclose.



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## FORM- 3

### TENDER ACCEPTANCE LETTER

(To be given on Agency Letter Head)

Date :

To,

The Director, IIM Udaipur  
Balicha, Udaipur,  
Rajasthan-313001.

Sub. : Acceptance of Terms & Conditions of Tender.

Tender Reference No.: IIMU/Tender/ Horticulture/2023 dated .....

**Name of Tender/Work: Annual Maintenance of Horticulture Services at IIM Udaipur.**

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: CPPP Portal as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.\_\_\_\_to\_\_\_\_(including all documents like annexure(s), schedule(s), etc.,) which form part of the contract agreement and I/we shall abide by with the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)



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## FORM - 4 DECLARATION ON THE LETTER HEAD OF THE BIDDER

1. I/we, the undersigned certify that I/we have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. The rates quoted by me/us are valid and binding on me/us during the period of validity of the tender.
3. I/we, the undersigned hereby bind myself/ ourselves to the Indian Institute of Management Udaipur, Balicha Udaipur, Rajasthan-313001 during the period of contract.
4. The Performance Security deposited by me/us shall remain in the custody of the Indian Institute of Management Udaipur, Balicha Udaipur, Rajasthan-313001 subject to settlement of all dues on either side. The performance Security Deposit will not carry any interest.
5. The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
6. I/we will be wholly responsible for undertaking ‘ **Annual Maintenance of Horticulture Services at IIM Udaipur**”.
7. An affidavit to the effect that there is no vigilance/CBI or court case pending/contemplated against the firm as on the date of submission of bid.
8. The decision of the IIM Udaipur regarding acceptance/rejection of Tender shall be final & binding on me/us.

### *Affirmation*

1. I, Son / Daughter of Shri Partner / Director Authorized Signatory of affirm that I am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and here by convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of Bidders / Managing Partner / Director

Place:

Name:

Seal:

**N.B. The above declaration, duly signed and sealed by the authorized signatory of the Company, should be enclosed with Technical Bid.**

## **Section-02**

### **INSTRUCTIONS TO THE BIDDERS**

#### **1.0 GENERAL INSTRUCTIONS:**

1.1 For Bidding / Tender Document Purposes, 'Office of the Director, Indian Institute of Management, Udaipur, Rajasthan referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Agency/ Contractor' and / or Bidder interchangeably.

1.2 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

**1.4 Each page of the Tender documents must be stamped and signed by the person or persons authorized to submit the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any bid with any of the Documents not so signed is liable to be rejected at the discretion of the client.**

1.5 The Bidder shall attach the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the tendering company/ firm/ tenderer.

1.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, technical bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.

1.7 The parties to the Bid shall be referred to as the 'Bidders' /Agency (to whom the work has been awarded) and 'Office of the Director, Indian Institute of Management, Udaipur, Rajasthan' shall be referred to as 'Client'.

1.8 For all purposes of the contract including arbitration there under, the address of the Bidder mentioned in the bid shall be final unless the Bidder notifies a change of address by a separate letter sent by registered post with acknowledgement to the 'Office of the Director, Indian Institute of Management, Udaipur, Rajasthan. The Bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

**1.9 Bidders are advised to personally visit the worksite/place i.e. Indian Institute of Management Udaipur, village Balicha, Udaipur, Rajasthan 313001 to acquaint themselves with site conditions.**

1.10 The requirement/execution of the work is indicative as mentioned in Schedule of Quantity and may deviate or change at the sole discretion of the client upto the permissible deviation limit.



1.11 **Pre- Bid Meeting:-**The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter concerning bids that may be raised at that stage or for any clarification in connection with the bid documents. The bidder may submit any queries in writing or by e-mail, to reach the Estate Officer before such meeting. Proceeding of the pre-bid meeting, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting (and subsequently to all purchasers of the bidding documents). Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting or otherwise shall be made by the Estate Officer through the issuance of an Addendum (or Amendment) to the bid documents and shall form part of the resultant contract.

## 2. MINIMUM ELIGIBILITY CRITERIA:

The following shall be the minimum eligibility criteria for Tenderers: -

- (a) **Legally valid entity:** The Tenderer shall necessary be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956/ Partnership or Proprietary concern. Proof in support of the legal validity of the Tenderer shall be submitted.
- (b) **Registration:** The Tenderer should be registered with the statutory authorities such as Income Tax, GST, etc.
- (c) **Empanelment:** The intending bidders should have valid empanelment on last date of receipt of tenders in appropriate class for civil works with CPWD, MES, Railways, PSU's or any other Central/State Govt. Organization
- (d) **Clearance:** The Bidder should also have filed up to date dues of
  - i. Latest GST/ Returns.
  - ii. Income Tax Returns of relevant period with relevant proof.
- (e) **Work Experience:** The Bidder should have experience of executing successfully (completed similar works) any Three (3 ) years out of last five (5) years ending previous day to last day of submission of tender in reputed Organizations (Central/State govt. Dept./PSUS of Central or State Govt./Railways/Similar Govt. Organizations)
  - (i) 3 Similar works of value not less than **40 % each** i.e. of 21.60 Lacs.  
**or**
  - (ii) 2 Similar works value not less than **60 % each** i.e. 32.40 Lacs.  
**or**
  - (iii) 1 Similar works of value of not less than **80 % each** i.e. 43.20 Lacs.

### **List of Documents supporting Minimum Eligibility Criteria to be scanned and uploaded within the period of bid submission:**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), self attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies should be enclosed.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), self attested copies of PAN/TAN, GST Registration, shall be submitted by the bidder.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(d), self attested copies of the latest GST returns & Income Tax Department returns (2019-20 ,2020-21 & 2021-22) shall be submitted by the bidder.



- (iv) In proof of having fully adhered to minimum eligibility criteria at 2 (e), with self attested copies of experience certificates for completed works issued reputed Organizations (Central/State govt. Dept./PSUs of Central or State Govt./Railways/Similar Govt. Organizations) shall be acceptable along with Form 2.
- (v) Copy of registration certificate at 2(c ) with CPWD/MES/Railways/DDA/PSU or any other State or Central Govt. Organization.

### 3. TENDER COST & EARNEST MONEY DEPOSIT:

- 3.1 The tender should be accompanied with **Tender fee Rs 1500/-** and Earnest Money Deposit (E.M.D.) of **Rs.1,08,500** /-(Rupees One Lakh Eight Thousand Five Hundred only) in the form of Demand Draft/ Banker's Cheque/ Pay Order of any nationalized/Scheduled bank in favor of "Director, Indian Institute of Management, Udaipur, Rajasthan" payable at Udaipur, Rajasthan valid for 3 months.
- 3.2 The Earnest Money Deposit will be refunded to the bidders without any interest whose offers have not been accepted. The Earnest Money Deposit of the bidder whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.
- 3.3 **Cost of EMD is exempted for bidders (Micro, Small & Medium Enterprises) registered with District Industries Centre or any other bodies specified by the Ministry of Micro, Small & Medium Enterprises for the relevant category (as indicated in scope of work) and having valid registration certificate as on date of tender submission. The MSMEs would not be eligible for exemption of Tender Cost and EMD if;**

- they are not registered for providing services in relevant category.

*OR*

- they do not have valid registration as on the date of tender submission for subject works.

The tenderers seeking exemption from "EMD", being MSMEs, shall ensure their eligibility w.r.t. above and submit registration certificate issued by the body under which they are registered which clearly mentions relevant category (as per scope of work) and Terminal Validity of registration. In absence of any of the above requirements no exemption for "Cost of EMD" will be allowed and tenderer eligibility shall be dealt as if they are not registered Centre or any other body(s) specified by Ministry of MSME.

3.4 The tenders without the Earnest Money shall be summarily rejected.

3.5 The tender security (EMD) may be forfeited:

- (i) If the Tenderer withdraws his tender during the period of tender validity specified by the Tenderer in the tender form; or
- (ii) In case of successful Tenderer, if the Tenderer
  - (a) Fails to sign the contract in accordance with the terms of the tender document.
  - (b) Fails to furnish required performance security in accordance with the terms of Tender document within the time frame specified by the client.
  - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.



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#### 4. VALIDITY OF TENDERS AND RATES

- 4.1 Bid shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Tenders.
- 4.2 The rates shall be valid for a period of One Year from the date of start of work. Rates must be inclusive of GST and taxes. The agency may be given yearly increment up to 5 % on the immediate previous year's rate and will be continued if the contract is extended on all the contracted value under this tender. The agency shall not be given any additional increment on the rates that imposes any obligation on the agency such as hike in minimum wages by the government or any other statutory authority.

#### 5. PREPARATION/SUBMISSION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- iii. 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/JPG formats. Bid documents may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document.
- iv. 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 certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" 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.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

#### 6. SUBMISSION OF TENDER

- 1) Bidder should log into the site well in advance for bid submission so that they can 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 "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.**
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) **Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled out by**



**all the bidders. 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 the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.**

- 6) **PERCENTAGE RATE CONTRACT : The bidder should quote percentage above / below on the total amount of tender in percentage rate tender. If the tenderer does not quote any percentage above / below on the total amount of tender the tender shall be treated as invalid and will not be considered as lowest tender.**
- 7) 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.
- 8) 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), 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.
- 11) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
- 12) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 13) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 14) The Agencies are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The **TIA will** not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the Agencies at the eleventh hour.
- 15) Not more than one tender shall be submitted by one Agency or Agencies having a business relationship. Under no circumstance will the father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 16) Bidder who has downloaded the tender from the IIMU website [www.iimu.ac.in](http://www.iimu.ac.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not alter/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be altered/ modified in any manner, tender will be completely rejected and EMD would be forfeited, and Bidder is liable to be banned from doing business with IIMU.

## 7. TENDER OPENING PROCEDURE

7.1 The tender will be opened online on the Central Public Procurement Portal (CPP Portal).



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## **8. CLARIFICATION ON TENDER EVALUATION**

8.1 The Tender shall be evaluated based on the available documents submitted by the tenderer.

8.2 Client also reserves right to seek confirmation/ clarification on the supporting documents submitted by the tenderer.

## **9. RIGHT OF ACCEPTANCE**

9.1 Office of Director, IIM Udaipur, Rajasthan reserves all rights to reject any tender including of those tenderer's who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority in this regard shall be final and binding.

9.2 Any failure on the part of the Tenderer to observe the prescribed procedure and any attempt to canvass shall render the Tenderer liable for rejection.

9.3 The Competent Authority reserves the right to award any or part or full contract to any successful tenderer's at its discretion and this will be binding on the Tenderer's.

9.4 Office of Director, IIM Udaipur, may terminate the contract if it is found at any stage that Contractor is black listed on previous occasion by any institution.

## **10. LETTER OF ACCEPTANCE**

10.1 After determining the successful evaluated Tenderer, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within 3 days of receipt of the same by him.

10.2 The issuance of the Letter of Acceptance to the Tenderer shall constitute an integral part of the contract and it will be binding on the contractor.



## Section-3

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. DEFINITIONS

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely:

1. “**Annexure**” referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
2. “**Approved**” shall mean approved in writing including subsequent confirmation of previous verbal approval. “**Approval**” shall mean approval in writing including as aforesaid.
3. “**Agreement**” the word “**Agreement**” and “**Contract**” has been used interchangeably.
4. “**Bidder**” shall mean the Bidder who submits the tender for the work and shall include the successors and permitted assigns of the Bidder.
5. “**Organisation**” shall mean the Indian Institute of Management located at Udaipur, Rajasthan.
6. “**Estate Officer**” shall mean an Officer appointed to work in the capacity of Competent Officer of the Indian Institute of Management, Udaipur.
7. “**Commencement Date**” shall mean the date upon which the Contractor receives the notice to commence the supply of Services.
8. “**Competent Authority**” shall mean the Director, Indian Institute of Management, Udaipur, Rajasthan.
9. “**Competent Officer**” shall mean an officer authorized by the Director.
10. “**Contract**” shall mean the contract for the work and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates, the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged between the Contractor and the Competent Officer and any other document forming part of the contract.
11. “**Contract Amount**” shall mean the sum quoted by the Contractor in his offer and accepted by Competent Authority.
12. “**Contractor**” shall mean the individuals or firm or company whether incorporated or not, undertaking the contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company. This shall be synonymous with term “**Bidder**” used in the Detailed Tender Notice and shall mean the successful “**Bidder**”.
13. “**Estate Officer**” shall mean the Assistant Manager-Estate of Indian Institute of Manmagement, Udaipur
14. “**Letter of Acceptance**” means the formal acceptance of Bid issued by the Competent Officer.
15. “**Owner**” shall mean the Director, Indian Institute of Management, Udaipur, Rajasthan.
16. “**Prescribed**” shall mean as prescribed in the Tender Document.
17. “**Specifications**” means the specifications referred to in the Tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Competent Authority. In case where no particular specification is given, the relevant specification, where one exists, of the Bureau of



Indian Standards shall apply.

18. **"Tender"** means the Contractor's bid offered to the Competent Authority for the supply of the Services and remedying of any defects therein in accordance with the provisions of the Contract, the installation and services as accepted by the Letter of Acceptance.

19. **"Time for completion"** means the time for completing the supply of services or any part thereof as stated in the Contract calculated from the Commencement Date.

20. **"Similar Work" and "Scope of work"** shall mean the supply, installation, testing and commissioning of Air Handling Units (AHUs) and Fan Coil Units (FCUs).

21. **The specifications mean the CPWD specifications related to the work with up to date correction slips and amendment thereto.**

Any term that has not been defined hereinabove, shall be governed by the meaning explained in Oxford Dictionary and/or should be determined by the General Clauses Act relevant to such contracts.

## 2. RETURNING OF EARNEST MONEY DEPOSIT (TENDER SECURITY AMOUNT)

2.1 The Earnest Money Deposit of the unsuccessful tenderers shall be returned after opening of the financial bid.

2.2 The Earnest Money Deposit will be refunded to the bidders without any interest whose offers have not been accepted. Earnest Money Deposit of the bidder whose offer is accepted will be kept until such time that the Performance Bank Guarantee is received.

## 3. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

3.1 The successful tenderer will deposit 5 % of the tendered value as Performance security in the form of Demand pledged in favor of "Director, Indian Institute of Management, Udaipur, Rajasthan" from any Nationalized/Scheduled Bank within 10 days of the acceptance of the LoA. The validity of PG will be of 15 months from the date of award of work. The performance security can be forfeited by order of the competent authority i.e. Director, Indian Institute of Management, Udaipur, Rajasthan. in the event of any breach of negligence or non-observance of any terms/ condition of contract or for unsatisfactory performance or for non-acceptance of the work order. The EMD deposited at the time of tendering will be returned after submission of the Performance Guarantee.

## 4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful tenderer shall enter into the contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement on a non-judicial stamp paper of Rs. 500/- to be obtained by the successful tenderer.

4.2 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful tenderer.

## 5. CONTRACTOR'S OBLIGATIONS

5.1 The Contractor shall provide services at Client's premises as per Scope of Work (Section 4) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

5.2 Contractor shall not engage any sub-contractor for the work assigned to him.

5.3 In the event of substandard performance or non-performance during the contract period, the client shall have the right to foreclose the contract and forfeit the Performance Guarantee/ Security Deposit.

5.4 The Agency/contractor has to make their own arrangement of machinery and T&P to undertake the work in mechanized manner.



## 6. PAYMENTS

1. **Payments:** Printed bill shall be submitted in two copies, every month on post-work basis. The contractor shall ensure that payment to his employees is made by 7<sup>th</sup> day of the following month through bank. The contractor shall produce proof with details of the same along with monthly bill. The payment will be released only after satisfactory verification of the same.
2. **E.S.I. & Provident Fund Obligations:** The Contractor shall include in his rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. He shall follow all rules and regulations required under the Act as may be in force from time to time. All employees engaged upon the works shall be covered under these schemes and the required amounts deposited by him directly with the concerned authorities. All records in connection with the above shall be properly maintained by the Contractor and produce for scrutiny by the Institute whenever called for.
3. All provisions of Contract Labour (Regulation & Abolition) Act 1970 should be strictly complied with.
4. All payments shall be made in Indian Currency by means of NEFT/ RTGS in the account of the Contractor.
5. Client shall be entitled to deduct in accordance with Applicable Law, Income Tax, GST or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
6. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## 7. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender, Competent Authority shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

## 8.0 TAXES AND DUTIES

The rates quoted by the tenderer, shall be firm and final and inclusive of all taxes i.e. GST, TDS, Cess etc.

### 8.1 DEDUCTIONS

#### (i) GST/Income TAX and Surcharge

GST/Income Tax and Surcharge deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.

#### ( ii) Labour welfare cess

The rates of the contractor shall be inclusive of labour cess. Labour welfare cess shall be deducted from the running payment of the Contractor against the value of work done as per the rules & regulations in force during the period of contract.

**A. Every contractor, sub-contractor, affiliates, their legal assigns or heirs as the case may, shall be responsible for registration of every Building worker who has completed eighteen years of age but has not completed sixty years of age and who has been engaged in any Building or Other Construction Work for not less than Ninety Days during the preceding twelve months; with the Board/ Funds as applicable under various sections of “THE BUILDINGS AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 and THE BUILDING AND OTHER**



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## CONSTRUCTION WORKERS' WELFARE CESS ACT, 1996.

### **9. PENALTIES/LIABILITIES**

- 9.1 That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of agreement, the contract may be terminated and the security deposit will be forfeited and further the work may be done by another agency at his risk and cost.
- 9.2 That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of the officer authorized by the Director of the Institute in this behalf, a penalty leading to deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
- 9.3 Whenever and wherever it is found that the horticulture work is not up to the mark due to negligence of horticulture staff, it will be brought to the notice of the supervisory staff of the contractor by the concerned In-Charge and if no action is taken within due course of time, penalty @ Rs. 500/- (Rs. Five Hundred only) per complaint shall be imposed. The decision of the Competent Authority shall be final in this regard.
- 9.4 If the case of non-wearing of uniform were found by any of the staff/supervisor, penalty @ Rs. 200/- (Rs. Two Hundred only) per worker per day will be deducted from the bill.
- 9.5 In case, if the horticulture work is not found satisfactory for want of material, penalty will be imposed @ Rs. 200/- (Rs. Two Hundred only) per day till the material made available and the complaint has been resolved.
- 9.6 The Competent Authority will be the final authority to decide any penalty on receipt of complaints towards horticulture services as well as to waive off any penalty imposed due to above mentioned points, in case of reasonable ground provided with written request by the contractor.

### **10. COMMENCEMENT AND TERMINATION**

That this agreement shall come into force w.e.f. 1<sup>st</sup> of July 2023 subject to observation for six months initially. The contractor shall carry out the regular horticulture services and upkeep of landscaped areas, trees and other plant species in the entire Institute premises and maintenance of surrounding areas of buildings & roads of the Institute free of wild growth, creepers and invasive plants for the duration of **one year's effective from 1<sup>st</sup> of July 2023**. The period of the contract will be for total **one year** subject to review after every year to year of service on such terms and conditions as mutually agreed upon subject to satisfactory services rendered by him.

- a. This agreement may be extended on such terms and conditions as are mutually agreed upon.
- b. That the contract is terminable by giving three months' notice by either party.
- c. That this agreement will stand to be terminated on any of the following contingencies:
  - a) On the normal expiry of the contract period as stated above.
  - b) By giving notice by the INSTITUTE on account of :
    - (i) Committing breach by the Contractor of any terms and conditions of this agreement.
    - (ii) Assigning the contract or any part thereof to any sub-contractor by the Contractor without written permission of the INSTITUTE.
    - (iii) On Contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

It shall be the duty of the Contractor to remove all the persons deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/ hindrance/problem of any nature to the INSTITUTE.



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## **11. RIGHT TO INSPECTION**

The Competent authority or his/ her subordinates shall have unabridged right to inspect and supervise the day-to-day activity of the contractor to ensure maintenance of high quality standards conformity to the Contract specifications.



## **SECTION : 04**

### **SCOPE OF WORK**

#### **SCOPE OF WORK**

The approximate total area of Indian Institute of Management Udaipur, Balicha Campus is 300 acres. Out of this **Garden area- 23960 sq. mtrs, and Hedges area- 2025 sq mtrs**. Total approximate area is **26,000 sq mtrs**. It covers gardening area and other development areas, trees, footpaths, inside & outside roads, potted plants etc.

#### **1. SELECTION PROCESS**

- I. The Firm/contractor meeting the above eligibility criteria as per section -2 will be treated as Technically Qualified.
- II. The Financial bid will be opened of the Technically Qualified firm/contractor only.
- III. The Technically Qualified Firm/contractor quoting best rate in the of FINANCIAL BID) will be treated as (L1) successful bidder.

#### **NOTE:-**

- The Institute does not bind itself to accept the lowest bidder.
- The Institute reserves the right of accepting the whole or any part of the tender and tenderers shall be bound to perform the same at the rates quoted.
- Subletting the work to another firm is not allowed. In case, after selection if found, the firm has sublet Horticulture and lawn Maintenance services work with other firm, the Institute holds discretion to terminate the contract with immediate effect. The contractor shall have no claim if the period of contract is curtailed.
- Canvassing in any form is prohibited and the tenders submitted by the contractor who resorts to canvassing are liable for rejection.
- The Institute has right not to accept/or reject all the Tender Bids at any stage.



- 2 **Price Bid:** *The Contractor must include the cost of all man power, material (Tools/ Machinery/ Plants/Seeds/ Fertilizers etc) , Cartage or transport, Spare Parts etc. ,uniform of workers, ESI & PF and all other taxes/ GST and duties and all activities enumerated in the schedule and specifications.*
- 3 **Period of Contract:** Initially contract will be awarded for one year. Post completion of One year, the contract may be extended further (1+1) subject to satisfactory services at the sole discretion of IIMU on annual basis .Total period of contract will be of Three years.
- 4 **Commencement of work:** The Contractor shall commence the work with effect from **1<sup>st</sup> of July 2023 OR as per date mentioned on the work order.**
- 5 The workers engaged by contractor will not be on payroll of the Institute and will not be entitled to any benefit as applicable to the employee of the Institute.
- 6 The workers should be within the age group of 20 to 60 years. The contractor shall be fully responsible for the work allotted to him and he or his workers shall not indulge in any other activities than doing specified job allotted to them. In case of any loss/damage to Institute property or its interest the competent authority shall be free to impose penalty of equivalent value of loss/damage as decided by the competent authority of the Institute.
- 7 In case the integrity, character and behavior of any of the contractor's worker is found doubtful, she/he would be replaced by the contractor on receiving instruction from the competent authority of the Institute.
- 8 The employed workers for this contract is the SOLE responsibility of the Contractor. Any compensation for disengagement on account of death, disability of any labors(s) provided for deployment in the Institute, even if such disability manifests after the termination of the contract shall be the contractor's exclusive & sole liability and also responsibility.
- 9 The contractor is wholly responsible to supply the worker in the Institute premises. If any accident/untoward incident happens, on account of improper workmanship or lack of safety precautions during duty, the contractor is wholly responsible for settling the case with police/court lies with the contractor.
- 10 If the contractor fails or neglects to render the said service or any part of the services to the extent of satisfaction level of the Institute. OR if the contractor commits breach of any of its obligation. The Institute holds the discretion to terminate the contract for any reason whatsoever on giving three months' written notice. The contractor shall have no claim if the period of contract is curtailed.
- 11 If the contractor wish to discontinue the contract, he/she will have to give three months' notice well in advance (in writing) to the competent authority of Institute, for discontinuing the work.
- 12 The Director of the Institute shall have absolute right to impose penalty for unsatisfactory services rendered by the contractor. The decision of the Director, Indian Institute of Management UDAIPUR regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.

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## SPECIAL CONDITIONS:

### 1. General:

The contractor shall carry out the regular horticulture services and upkeep of landscaped areas, trees and other plant species in the entire Institute premises and maintenance of surrounding areas of buildings & roads of the Institute free of wild growth, creepers and invasive plants for the duration of **one year's effective from 1<sup>st</sup> July 2023.**

### 2. Scope of Work:

The scope of work shall include the maintenance and upkeep of all the areas/places and trees as specified hereunder throughout the year: -

- (a) Lawn Areas.
- (b) Planted Trees (existing and those planted under Campus Green Initiative from time to time).
- (c) Shrubs/Plants (existing, those kept in the Institute's nursery and those planted under Campus Green Initiative from time to time).
- (d) Ground Covers (including those kept in the Institute's nursery).
- (e) Indoor Plants (including those kept in the Institute's nursery).
- (f) Hedges along the road side/other areas.
- (g) Cleaning pebbles of moss, dust etc. spread over different locations.
- (h) Cutting and pruning of grass/weeds along three-meter-wide of Campus road sides, building surroundings, area surrounding the dewats (including pathways), and area around trees and shrubs, both existing and those planted under Campus Green Initiative in the Campus. After pruning of grass/weeds, the entire stretch of road should be cleaned by brooming the road.
- (i) Trimming or cutting of branches or trees as required.
- (j) Pathways in the Lawn Areas.
- (k) Potted Plants.
- (l) Potting of new plants
- (m) Planting and maintenance of new plants/trees.
- (n) Maintenance of trees free of wild growth, creepers and invasive plants
- (o) Maintenance of Building Surrounding Areas free of wild growth and creepers/invasive plants.
- (p) Maintenance of Drains along the Roads/other Areas free of silt, wild growth and creepers/invasive plants
- (q) Develop and Maintenance of Horticulture Nursery.
- (r) Maintenance of Vermi compost and ordinary compost
- (s) Miscellaneous (or) any other task as and when given by the Institute



## **CONTRACTORS RESPONSIBILITIES (PART-1)**

### **MAINTENANCE OF LAWN AREAS.**

The maintenance of lawns includes weeding, trimming and pruning of grass by lawn mowing of grass cutting machines, top dressing, checking of grass, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc. and other works related to horticulture as per needs from time to time. Replanting of lawn if required including preparation of ground in the Institute

- a. The complete lawn areas (including interlinking paver areas where grass has been planted in the landscaped areas) have to be cleared from the growth of all types of weeds and other undesirable foreign growth by rooting out.
- b. All the lawn areas have to be uniformly mowed at regular intervals (at least once in a month or as and when required) in order to achieve proper and uniform growth of grass. It has to be ensured by the Contractor for making lawn area completely free from weeds, before beginning the mowing operation.
- c. The grass cut have to be disposed-off as per instructions of the concerned officer of the Institute.
- d. Chemicals supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass or as and when required, in order to eliminate insects, pests etc. and to control diseases.
- e. Fertilizers/manure supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass is over or as and when required.
- f. Anti-termite chemicals supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass or as and when required in order to control the termites attack on grass.
- g. The grass has to be checked regularly in order to ensure that the lawn is completely free from insects, pests, termites, etc. which may harm the lawn.
- h. The Contractor has to always ensure uniform and healthy growth of grass and plants.



- i. The Institute has already a well laid irrigation system covering the lawn areas in the Academic area. As and when water is pumped, the operations of the valves of sprinklers will be done by the Institute. The areas that are not commanded by the sprinkler system, shall be watered using hose by the contractor. No sprinkler system is available in the Residential area at present. Hence the entire watering of lawns in this area has to be done using hoses connected to water taps available in their vicinity/procure new ones for the purpose.

### **MAINTENANCE OF PLANTS, SHRUBS, TREES, GROUND COVERS ETC.**

- a. Regular check-up has to be done to ensure the healthy growth of all outdoor and indoor plants (including the potted plants).
- b. Proper moisture content in the soil around the root zone has to be ensured.
- c. The contractor has to operate the landscape irrigation system and ensure proper irrigation of the lawn, hedges and all plants. Maintenance of the irrigation system like cleaning the water tanks, checking the serviceability of sprinklers, drippers, hoses, valves, etc will be the responsibility of the contractor. Any spares required for this will be provided by the Institute on reporting. Any damage to the irrigation system is to be reported immediately.
- d. Weed growth in the basins of plants must be eliminated. The growth of turning grass has to be fully controlled in the basins of the plants.
- e. Manure/fertilizer supplied by the Contractor has to be applied uniformly at the recommended dosage or as per the instructions of the Institute.
- f. Chemicals/insecticides/pesticides, anti-termite chemicals etc. supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute.
- g. Soil around the root zone of the plant/tree/shrub etc. has to be loosened for manure application.
- h. Contractor has to ensure availability of water to plants/grass, immediately after the manure/fertilizer application.
- i. Pruning of all types of plants has to be done immediately after flowering (for flowering species) or as and when required for foliage/ornamental species.
- j. All the removed portions of wild growth, weeds, invasive plants and decayed/dead leaves/branches have to be removed and disposed off immediately in a common/an identified location as instructed by the representative of the Institute to the Supervisor.
- k. Dust from the leaves has to be cleaned frequently using running water.
- l. Dead/unhealthy plants have to be replaced with the similar variety plants of the same height and leaf density. The contractor may get the plants for replacement from the Institute's Nursery to the work site.
- m. All plants/ Trees/shrubs shall be properly protected from wind or inclement weather by staking or other suitable horticultural practices.
- n. All the hedge plants/ground covers etc. have to be trimmed in to good condition as instructed by the Institute.
- o. All the healthier cut portions of plants while pruning have to be delivered to the Nursery



for proliferation purposes and the remaining residues have to be cleared from the site immediately.

- p. Moisture content in the root zone soil has to be checked while watering to the indoor plants (excluding potted plants).
- q. All the indoor plants shall be shifted at regular intervals and replaced with new plants

## **CONTRACTORS RESPONSIBILITIES (PART-2)**

### **1) Planted Trees Upkeep.**

Planted trees include avenue trees and other trees newly planted at various locations in the academic area and residential area surrounding the rain water harvesting ponds, landscaped areas/along the road sides which needs to be maintained. Maintenance of trees include protecting the trees from weeds, wild growth/invasive plants, watering and manuring, and taking any other eco friendly measures to ensure faster and healthy growth of the trees.

### **2) Hedges along the Road Sides/other areas.**

Hedges along the road sides from Main Gate to Admin Block /Guest House/Residential Block and those planted as part of landscape should be maintained and wherever decayed/withered away should be replaced with new ones. The same is to be cut/pruned as and when required ordirected by the Officer Incharge (Horticulture) of Institute.

### **3) Cleaning of Pebbles of Moss.**

Cleaning pebbles of moss, dust etc. spread over different locations including all playgroundsin the proximity of buildings twice in a month.

### **4) Cutting and pruning of grass/weeds along the road sides/step sides.**

The grass/weeds along both the sides of the road/steps, building surroundings, area surroundingrainwater harvesting ponds including pathways, and around the planted trees and shrubs, bothexisting and new ones planted in the campus should be cut and pruned at least once in a month. The cutting of the grass/weeds should be up to 2 to 3-meter-wide from both the sides of step/road, drain/hedges sides and building surrounding. It should be up to 7-10 meters into the inner side of hairpin curves of the road and rainwater harvesting ponds including pathway. After pruning of grass/weeds, the entire stretch of road should be cleaned by brooming the roadby horticulture workers.

### **5) Trimming of Branches of Trees.**

The branches of trees are required to be trimmed at times/as and when required at the followingareas as per the instructions of the Officer In charge (Horticulture) of Institute.

- a. Along all the road sides of the Campus which hinder free vehicle traffic.
- b. Which are leaned over the buildings to prevent creepers/ snakes entering the building.
- c. Which hinder the line of sight of antennas placed at various building premises/residential areas.



**6) Pathways in the Lawn Area.**

All concrete pavements in the academic lawn areas should be maintained in such a way that no vegetation should be grown over the pre-cast concrete interlocking pavers. However, grasspavers should be having grass duly cut/pruned along with the lawns.

**7) Potted Plants.**

All the potted plants in the Campus area including those in the nursery to be maintained. In case of breakage of pots the same may be replaced with similar item at the cost of contractor. Watering, manuring, keeping proper height/ symmetry of the plants in the pot, re-potting of plants. The pots should be neatly painted in red snocem colour at least once in three months or on important occasions such as annual convocation, valedictory function, visit of VIPs/ministers/dignitaries as instructed by the Officer Incharge (Horticulture) of the Institute.

**8) Maintenance of Building Surrounding Areas**

All surrounding areas of the existing/under construction buildings of the Institute Campus shall be cleared off/rooted out of grass/weeds all times.

**9) Maintenance of Nursery**

The contractor has to maintain the horticulture nursery and potted plants therein by doing all horticultural operations like weeding, hoeing, watering, mixing of manure and fertilizer including application of plant tool, spraying of insecticides, pesticides, fungicides, etc and preparation of seedlings by sowing of seeds, bulbs, rhizomes, cuttings, grafting, layering, gootying, etc and plantation of seedlings in pots and shifting of potted plants as and when required for replacement at various places in the Campus or as instructed by the representative of the Institute.

**10) Potting of new plants and planting and maintenance of trees/tree saplings:**

Whenever Contractor procures new plants and tree saplings it shall be the responsibility of the contractor to do the potting of new plants and planting and maintenance of new tree saplings. Maintenance of trees include protecting the trees from weeds, wild growth/invasive plants, watering and manuring, and taking any other ecofriendly measures to ensure faster and healthy growth of the trees.

**11) Maintenance of Vermi and Ordinary Composts:**

The Vermi compost and ordinary compost shall be maintained regularly filling the pits and shifting the composts at the required intervals.

**12) Miscellaneous.**

All other landscaping maintenance works which are not specifically mentioned in the tender document but are relevant as per the standard horticultural practices shall be carried out as instructed by the Officer Incharge (Horticulture) of Institute.

- a. All the landscaped areas have to be kept clean from dried & decayed materials and other unwanted materials.



- b. The landscaped areas should be kept free from weeds, wild grasses other unwanted growth and other foreign growths by rooting them out.
- c. The scope of work enumerated above is not exhaustive but indicative.

### 13) **PLANTS (TECHNICAL SPECIFICATION)**

#### **General Plant categories:**

- i. Grass planted in the lawn areas
- II. Trees
- III. Shrubs
- IV. Flowering Plants
- V. Foliage/Ornamental Plants
- VI. Aquatic Plants
- VII. Ground Covers

#### **Manure/Fertilizer supplication dosage to be provided and interval of application.**

<b>PARTICULARS</b>	<b>Rose &amp; Other flowering plant variety</b>	<b>Out door Plants</b>	<b>Indoor Plants</b>
<b>BONE MEAL</b>	100 gm/ plant	500 gm/ plant	50 gm/ plant
<b>NEEM CAKE</b>	50 gm./plant	200 gm./plant	100 gm./plant
<b>ORGANIC MIXTURE</b>	150 gm./Plant	150 gm./Plant	150 gm./Plant
<b>INTERVAL OF APPLICATION-</b>	45 days	60 days	45 days

#### **LAWN/LANDSCAPE**

Urea - 2.5-3  
kgs./100 M. Sq. Organic Mixture -  
5 Kgms. /100 M. Sq.  
Interval of application- 60 Days.

#### **Chemical (Insecticides/fungicides/germicides / Anti termite etc) application**

2 MI / 2 Mg per liter or as per the manufacturers recommended dosage. Chemicals have to be thoroughly mixed with water and have to be applied uniformly using knapsack sprayers or other suitable type sprayers

### **CONTRACTORS RESPONSIBILITIES (PART-3)**

1. The Contractor shall depute a supervisor at site as a single point of contact to IIMU. The supervisor will take care of all the work carried out by the agency and maintain all the requisite documents/registers. The deputed Supervisor should have minimum 5 years of experience of similar work, and he should be well versed with Know-how of Horticulture related work. All the other Manpower shall be as per BOQ of Tender document.
  - **The Contractor should have a valid labor contract license issued by Labour Commissioner for employing laborers in the current contract.**
  - Give Uniform and Identity Card to all the workers and Supervisors.
  - Provide all the agricultural implements like lawn mower, spade, garden rake, hand cultivator, garden trowel, secateurs, water hose (if required), grass



shears, hedge shears, knife, garden can, sprayers and other useful implements for the work.

- Keep under safe custody, all the tools, the fertilizers/manure/ chemicals/fuels, etc. supplied by the Contractor and avoid misuse of the same.
  - Ensure adequate safety precautions while using all types of chemicals used for the application to the plants like providing shoes, mask, gloves, etc. to the workers.
  - Maintain registers showing attendance of gardeners, account of quantities of manures/ fertilizers/ chemicals etc. applied, duly signed by the Supervisor and countersigned by representative of the Institute.
  - Ensure remitting of EPF and ESI contributions in time with the respective Government agencies, in respect of all the personnel deployed by him at IIM Udaipur Balicha Campus for the contracted work and provide proof of such remittances, every month, individual wise.
  - Maintain trained persons till the end of contract and any change of persons during the contract period will be intimated to the concerned representative of the Institute.
  - Ensure that provisions of the Contract Labour (Regulation & Abolition) Act 1970 and its associated Rules are complied with.
  - The contractor will ensure the following regarding the workers being deployed for working at IIM Udaipur Balicha Campus shall be :-
    - Above than 20 years of age and less than 60 years of age.
    - Shall not have any Police Record of unethical.
    - Shall not be alcoholic or drug abuse.
    - Shall not be infected with chronic or contagious diseases.
    - Shall be physically, medically fit.
    - Shall be an experienced and competent person.
2. The Contractor shall give all the relevant details of worker (Aadhaar Card, Voter cards) to the Officer In charge (Horticulture) of the Institute within one month (after award of contract). The Contractor shall give undertaking for all the statutory Compliance listed as above at Para 1 "x".
3. The Contractor shall ensure that his worker do not remain in the Institute premises after completion of their duty time. In case of requirement, the contractor shall take prior permission in writing from the Assistant Manager- Estate of the Institute.
4. The Contractor shall ensure that his worker provides quality and efficient work/service, while carrying out their duties and obligations, observe standards of cleanliness, decorum, safety and general discipline laid down by the Institute.

List of Tools and Tackles to be provided by the Agency.





### SEASONAL FLOWER NAME

Seasonal plants' names are given below. The list is not exhaustive, the agency will have its liberty to use technical acumen w.r. t. to Horticulture needs as per climate of Udaipur.

Summer + Rainy season	Winter Season
<ol style="list-style-type: none"> <li>1. Kochia</li> <li>2. Balsom</li> <li>3. Zenea</li> <li>4. Galardia</li> <li>5. Partulaca</li> <li>6. Colius</li> <li>7. Caladium</li> <li>8. Sunflower</li> <li>9. Cosmos</li> <li>10. Amary less</li> <li>11. Or any other with permission of Horticulture Incharge</li> </ol>	<ol style="list-style-type: none"> <li>1. Candituft</li> <li>2. Chrysanthimum</li> <li>3. Dahelia</li> <li>4. Hybrid Marigold</li> <li>5. Ice Plant</li> <li>6. Corn Flower</li> <li>7. Petunia</li> <li>8. Popy</li> <li>9. Panzy</li> <li>10. Desy</li> <li>11. Sweet Willium</li> <li>12. Salvia</li> <li>13. Berbina</li> <li>14. Kelandula</li> <li>15. Or any other with permission of Horticulture Incharge</li> </ol>

### INSTITUTE RESPONSIBILITIES

1. In consideration of the services provided by the Contractor, the Institute shall pay to the Contractor the contracted monthly amount after receipt of proper monthly bills. This amount shall be inclusive of all taxes.
2. The Institute can review the Scope of Works rendered by the Contractor from time to time and make required changes, if any, to the Contractor's operations. Payment will be made on pro-rata basis.
3. Electricity for operating lawn mower, agriculture instruments and water for irrigating the lawn will be supplied by the Institute at free of cost.
4. The Institute shall have the discretion to direct the Contractor to remove and replace any of its employees deputed to IIM Udaipur Balicha Campus under the contract.
5. The Institute shall terminate the contract with proper notice if the Contractor violates/ do not fulfill any of the responsibilities entrusted to him/her in this tender document. In case the Contractor violates any of the above responsibilities the Institute has the right to terminate the contract with proper notice.

### LEGAL COMPLIANCES

1. The Contractor shall, at his own expense comply with and give all notices required by any statue, Act, Law, Regulation, Ordinance or By-Law of any Authority which has jurisdiction affecting the Works of the Contractor's employees, consultants and agents.
2. Take out adequate insurance for the contractor's personnel for any injury / loss of life or property, as may be required by law and to the satisfaction of the Institute.



3. Indemnify, keep indemnified and hold the Institute harmless from any loss, damage and claim arising in relation to the provision of services rendered by the Contractor under this Agreement.
4. The Contractor shall pay the personnel engaged by him not less than the minimum wages prescribed under the Minimum Wages Act or any other legislation and extend to his personnel all benefits such as ESI, Provident Fund, Gratuity, Leave with Wages, Annual Bonus, National / Public Holidays, etc.
5. This contract can be terminated by giving three months' notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post/speed post.
6. In case of any dispute, the decision of the Director, IIM Udaipur shall be final and binding on the Contractor.
7. The Contractor and the Institute hereby submits to the jurisdiction of the court situated at Udaipur for the purpose of action and proceedings arising out of the contract and the courts at UDAIPUR alone shall have the jurisdiction to hear and decide action and proceedings.



### CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	Yes/ No
1.	Have you filed in and signed the Contact Details Form?	
2.	Have you read and understood various conditions of the Contract and shall you abide by them?	
<b>TECHNICAL BID</b>		
3.	Have you enclosed the Tender Cost of Rs.1500 /- in the Technical Bid?	
4.	Have you enclosed: The EMD of Rs.1,08,500/- in the Technical Bid? (Or) Valid registration as MSME under appropriate NIC code ?	
5.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
6.	Have you attached proof of following : -	
6.1	Self attested Copy of PAN	
6.2	Self attested Copy of Registration under Goods & Services Tax (GST)	
6.3	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms/ Companies?	
6.4	Attested copy of Valid Registration/empanelment as contractor with CPWD/MES/Railways /any Central or State Organization?	
6.5	Similar Experience: Have you attached the attested copy of experience certificates for completed works issued by Executive Engineer/equivalent of concerned Govt. dept./ (Form-20)	
6.6	Have you attached Affidavit that the firm has never been blacklisted?	
6.7.	Is your Technical Bid as per the requirements of the Tender?	
<b>FINANCIAL BID</b>		
7.	Are you agreeable to send your financial bid through e-tendering process in case your online technical bid is accepted?	

8.