

**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA – 769008**



**TENDER FOR "MAINTENANCE OF LAWNS AND
GARDENS, AT NATIONAL INSTITUTE OF TECHNOLOGY,
ROURKELA."**

Tender Notice No.: NITR/PW/LAWN-GAR/2024/328

Date: 10/07/2024

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NOTICE INVITING TENDER FOR "MAINTENANCE OF LAWNS AND GARDENS, COVERING THE ACADEMIC & ADMINISTRATIVE AREA, CAMPUS STREETS, AND DESIGNATED GREEN SPACES OF THE NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA."

(E-PROCUREMENT MODE ONLY)

"National Institute of Technology Rourkela, an institute of national eminence under the Ministry of Education, Government of India, requires the services of a reputed, well-established, and financially sound Proprietorship/Partnership Firm/Private Limited/Limited Company for providing Maintenance of Lawns and Gardens services at Academic & Administrative area, campus streets, and designated green spaces in the Institute premises. On behalf of the Director, NIT Rourkela, online tenders from eligible and experienced bidders are invited through the e-Procurement module of the CPP Portal (<https://eprocure.gov.in/eprocure/app>).

Tender Documents may be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) or the NIT Rourkela website <https://www.nitrkl.ac.in/PurchaseSection/ServiceTenders>

1. IMPORTANT DATES OF TENDER

1.	Title of the Tender	Tender for "Maintenance of Lawns and Gardens" at NIT Rourkela - 769008
2.	Date of publication of tender	10/07/2024 (18:00 Hrs.)
3.	Bid Documents download start date	10/07/2024 (18:00 Hrs.)
4.	Bid Documents download end date	01/08/2024 (11:00 Hrs.)
5.	Last date of submission of tender	01/08/2024 (11:00 Hrs.)
6.	Technical Bid Opening Date	02/08/2024 (11:00 Hrs.)
7.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
8.	Tender Fee	A non-refundable fee of INR 1,000/- (Rupees One Thousand only) in the shape of a Demand Draft in favor of " Director NIT Rourkela " payable at Rourkela.
9.	Earnest Money Deposit / Bid Security	A refundable fee of INR 2, 00,000/- (Rupees Two Lakh only) in the shape of a Demand Draft in favor of " Director NIT Rourkela " payable at Rourkela.
10.	Contract Period	Initially for one year (Extendable for two more years on yearly basis subject to satisfactory performance during the review and assessment at the end of the each year.)
11.	Bid Validity	120 days from the date of opening of technical bids.
12.	Address for Communication	Deputy Registrar (Purchase & Works Office) National Institute of Technology Rourkela Tel: 0661-2462051 Email: purchase@nitrkl.ac.in

IMPORTANT: Prospective bidders are advised to regularly visit the CPP portal and Institute website for any Updates/Corrigendum/Amendment. Any subsequent updates will be announced exclusively on the Institute website."

2. SCOPE OF WORK

1. The contract involves the maintenance of all lawns, gardens, and all specified areas listed within the worksite. This includes cutting of grass and weeds, cleaning of jungle areas and open spaces, sweeping and cleaning of roads, roadsides, and all open drains. Additionally, it entails regular watering of existing plantation and removal of any unwanted plants from buildings, roofs, small passages, lawns, and dump areas within departments not explicitly mentioned. The aim is to ensure that these areas remain neat, clean, and in good hygienic condition throughout the validity of the contract.
2. The contract is a service agreement and NITR shall not exercise any control over the vendor's staff except to ensure that the regular maintenance activities that uphold a neat, hygienic and tidy look throughout the year.
3. The contract period will be for one year from the date of work order's issuance and may be extended for an additional two years on a yearly basis, subject to satisfactory performance assessed at the end of each year.

The total work is broadly divided into two areas, as per following details:

I. Lawn & Garden Areas (Approx. Area 1, 20,000 m²): Specified parts of the Academic area and all other areas within this mentioned academic area, including the Medicinal & Herbal Garden and the Tree of Heaven.

II. Campus Streets & Specified Green Areas (Approx. Area: 1, 50,000 m²):

- Campus area East of central avenue, including:
 - Estate office
 - Pump house area
 - Health Centre
 - Water treatment plant
 - Staff club and children's park
 - Proposed park area in front of water treatment plant
- Campus area west of central avenue, including:
 - Community centre front and back area
 - Technology club
 - Western Avenue
 - Full northern avenue up to CVR Hall
- Hostel Area comprising: (Excluding hostel compounds and the area north of the water channel)
 - PT Usha sports complex up to Hexagon Canteen
 - Dilip Tirkey stadium Sachin Tendulkar Sports Complex
 - Technology Area
 - Industry Area
 - Academic Avenue
 - South & West of SSB Hall

- Innovation Avenue
- All area north of the waterway (excluding hostel compounds)

➤ All roads in Hostel Area:

- Academic Avenue
- Scholar Avenue
- Sports Avenue
- Technology Avenue
- Gulmohar Street
- Cricket Street
- Approach to Dilip Tirkey Stadium

(Excluding hostel compounds and the area north of the water channel)

2.1 Area - I: Worksite: Maintenance of Lawn and Garden Areas:

AREA COVERED	WORK SITE	SCOPE OF WORK
1. Academic Area 2. Medicinal and Herbal Garden 3. Tree of Heaven	1. Main building entrance (North side) , NCC ground 2. Mangala gate side lawns ,common spaces & All forest areas 3. Director’s Bungalow 4. North of BB Auditorium 5. BB Auditorium (to its west) and south of SAC 6. Canteen (East of Canteen) &Canteen South side (below staircase) 7. Library Front (quadrangle) & Rose Garden (Near Telephone exchange) 8. Mining Engineering. 9. Student counselling center (to its east & south) 10. Ceramic Engineering. 11. TIIR lawns & plantation around TIIR Building & forest area besides TIIR including temporary KV campus. 12. Lawns present in Main Building(Account office front and Life science front) 13. SAC & SAC Garden & road approaching from SAC to Library – workshop cross	Maintenance of all lawns mentioned under worksite sweeping and cleaning of all Roads, roadsides, all open drains, regular watering to existing plantation, removal of unwanted plants from lawns, and small included passages, dump areas in dept. not explicitly mentioned.

AREA COVERED	WORK SITE	SCOPE OF WORK
<p>1. Academic Area</p> <p>2. Medicinal and Herbal Garden</p> <p>3. Tree of Heaven</p>	<p>14. New Electrical Science Building Area (including road from Sac to Electrical Building, New Electrical Science Building (Front, back and all corner areas including existing plantations)</p> <p>15. Road approaching from SAC to New Electrical Science Building up to culvert at Batching plant.</p> <p>16. AN Khosla Centre (East)</p> <p>17. West of Water Works- Chemical Engg.& parking area</p> <p>18. Metallurgical and Materials Engineering (Front/North) & back</p> <p>19. Old Mechanical P.G. Building Front (to its north)</p> <p>20. East of Workshop building.</p> <p>21. Front and sides of CS Dept. & parking area</p> <p>22. Work shop front & back</p> <p>23. Area behind Chemical Building to LA-1 (Including BM)</p> <p>24. In front of AC Plant and corner side near Rajendra Mishra Hall including road</p> <p>25. Back side of CS Dept. extension to Golden Jubilee & approaching road.</p> <p>26. New Academic Building area. (Back front and corner side of side of GJB, New ME & LA1, LA2.</p> <p>27. Water tank & nearby lawn areas including parking areas for LA1.</p> <p>28. LA1& BM gardens & lawns areas extended up to LA -2 & security Gate.</p> <p>29. Bakula Avenue starting from LA-2 security gate up to New Electrical Science Building side Entry gate of Institute.</p> <p>30. LA-2 & New Mechanical Dept. (Front, back and all corner areas including existing plantations).</p> <p>31. Medicinal and Herbal Garden</p> <p>32. Trees of Heaven</p> <p>33. IMD Inventory and Research Facility</p>	<p>Maintenance of all lawns mentioned under worksite sweeping and cleaning of all Roads, roadsides, all open drains, regular watering to existing plantation, removal of unwanted plants from lawns, and small included passages, dump areas in dept. not explicitly mentioned</p>

Nature of work under AREA – I

1. Watering of the existing gardens, plants, potted plants, and hedges must be carried out consistently throughout the year without interruption. This includes ensuring the engagement of an adequate number of laborers for all 365 days. Additionally, watering of existing plantations (**previously maintained during the plantation tender's tenure, which has since ended**) or other trees that needs water, particularly during the winter and hot summer.
2. General sweeping of the entire academic area including removal of plastic bags/papers/leaves etc. daily throughout the year and disposing them properly (adequate numbers of laborers must be engaged for all 365 days).
3. Maintenance of existing lawns & gardens, watering, weeding & cutting of bushes as per has to be done by the firm/agency throughout the year by engaging adequate number of trained personnel or laborers.
4. Cleaning, weeding and cutting of bushes are required for the complete academic area, (the entire area bounded by the compound wall of academic campus, except the land south of new ME building). This includes engagement of adequate numbers of labors for all 365 days. The overall quality of grass, plants and wild growth should match the existing state but should be managed in a planned manner.
5. Plantation of seasonal flowers, ornamental plants, and replacement of plants, hedges, and grass in the lawns is required. This includes engaging qualified and experienced gardeners and procuring fresh replacement materials. The firm and its personnel must ensure security and safety measures. Under no circumstances will the institute be responsible for any such occurrences. Additionally, tree branches that may cause damage to institute property, obstruct proper vision during driving, or block streetlights should be occasional trimmed with prior permission.
6. Regular trimming of grass in lawns, replacement or development of hedges and grass in the lawns etc. by engaging adequate number of skilled personnel. Lawn mowers or other gadgets used for day to day horticultural activity shall be purchased by the contractor and be maintained at their own cost. The firm/ Agency shall be the custodian of such equipment/ instruments/ machineries and shall deploy adequate numbers of trained personnel to operate them.
7. Regular cleaning of all roadsides, all open drains of the entire academic area daily.
8. Application of manure, soil, sand as per need including the application of fertilizers, fungicides and medicines as required. Extra items such as cement pots, earthen pots, ornamentals and hedges in large quantity etc. will be arranged by the firm. However, reimbursement for these items is contingent upon the firm providing bills at reasonable rates with proper GST documentation.
9. Removal of plants growing on buildings (roofs and walls) must be carried out regularly ensuring no harm or damage is caused to the buildings or institute property.
10. Cutting and disposal of fallen trees or branches, due to storms, dead trees, or dead branches, must be performed as needed.

11. Any repairs to motors, pumps, starters, etc., provided for water supply are the responsibility of the firm and the firm has to bear the cost of such repairs
12. The maintenance of flowerpots, potted plants and indoor potted plants present in Director, Registrar office & Institute main building entrance area up to Registrar office, temporary KV campus and common areas of the institute Academics.
13. Renovating lawns including weeding, forking the ground, top dressing with sludge or manure, mixing the same with forked soil, dibbling of new grass material, watering and maintaining till the grass forms a thick lawn free from weeds and fit for mowing and disposal of rubbish as directed, including supplying good earth if needed. (The cost of sludge, manure and good earth except grassing material will be paid by institute separately). The lawns having severe weed infestation should be completely renovated with fresh grassing materials by dibbling method.

2.2 Area –II Worksite: Campus Streets & Specified Green Areas:

1. Eastern Avenue (full length) up to pump house.
2. Full central avenue (both sides), Estate Office, Health Centre, Car parking Area I.
3. Street No. 1 – 5 and G & F quarters, near pump house & water pump house & back street.
4. Street No. 6 – 11 & back streets of Street No. 6 – 11, Car Parking Area II.
5. All streets surrounding D Flats, D-1 Quarter (Children Care Centre), Bachelor Flats, E Flats, Compound of Staff Club.
6. Southern avenue up to Academic Avenue, Staff club & Children's Park.
7. FR Road full length up to Medicinal Garden, Hill approaching road besides FRA.
8. Water treatment plant & approaching road, proposed park area in front of the water treatment plant & backside jungle area of KMS hostel.
9. Northern Avenue (full length) including jungle area.
10. Western Avenue (full length) including jungle area.
11. Community Centre & Technology Club.
12. PT Usha sports complex up to Hexagon Canteen, DilipTirkey stadium, swimming pool front & back.
13. All roads: Academic Avenue, Scholar Avenue, Sports Avenue, Technology Avenue, Gulmohar Street, Cricket Street, Approach to DilipTirkey Stadium.
14. Tendulkar Sports complex, Technology Area, Industry Area, Academic Avenue, South & West of SSB Hall, Innovation Avenue and all areas north of waterway.
15. Medicinal & Herbal Garden Road approaching the Organic farm.
 - Any deficiency in service shall entitle the institute to levy penalty proportionately, which shall be recovered from the monthly claim.
 - All the roads of the above mentioned area are to be cleaned frequently and both sides of the roads are required to be weeded and trimmed. The area on both sides of roads to be

maintained includes a distance up to 5m on each side where there is no fence; otherwise up to 10m on each side of the road.

Nature of work under AREA – II:

1. Removal of Plastic/polythene bags/papers/leaves etc. daily from all the campus streets and main roads in hall areas. Trash to be removed from areas within visible distance from the roads. A list of roads is given in Area-II.
2. Regular sweeping (as needed) of campus Main Gate area, Area in front of Jagda Gate, Academic Campus Front Gate, Mangala Gate, Institute Health Centre and sweeping all other roads as required and directed by the institute authorities, to maintain a decent appearance all the times, depending on the area assigned.
3. Continuous manual de-stoning of land on both sides of roads to ensure that a lawn mower or other type of weed cutter can operate safely.
4. Continuous rough leveling and rough de-stoning of land away from road within plantation area so that a jungle bar type of weed cutter can be used.
5. Regular weeding of bushes grown beside all campus streets including main roads in hall areas as mentioned above. Weeding involves uprooting of larger weeds, that (if left unattended) have a potential to grow into trees or heavy bushes, and cutting the rest to a convenient height. The trimming height for road sides should be approximately 50 mm or less, something that is normally achievable with a lawn mower type cutter, while in plantation areas should be around 100 mm that is achievable with a jungle bar type of machine. Cutting frequency should maintain a neat and tidy look throughout the year.
6. The frequency of cutting and weeding shall depend on the season, but at no point of time the area should give an impression of being unattended. Watering of road side lawns in specific area (in front of Campus Main Gate, Academic Campus Front Gate) road side plantation or other trees that needs water, particularly during the first two years of its life.
7. Protection of plants against possible fire by keeping combustible material quantity low (Dead and dry leaves must be swept early and disposed).
8. Occasional trimming of branches that may cause damage to institute property or may cause obstacle in proper vision during driving or obstruct streetlight (**with prior permission of Institute's authorities**).
9. Removal of garden wastage & garden disposals from Residential area (Specified Area II) on regular basis to ensure a clean appearance.
10. Cutting & disposal of fallen tree or branches of tree due to storm, dead tree or dead branches of tree as per requirement.
11. Removal of plants growing on Boundary walls, paths of pipe channels & drainage lines must be done regularly as per requirement without causing any harm or damage to the buildings or institute property.

12. Cutting and disposal of fallen tree or branches of tree due to storm, from quarter's premises present in Area-II as per requirement.

3. INSTRUCTIONS TO BIDDERS

3.1 Registration Process on Online Portal:

1. Aspiring bidders who have not enrolled/registered in e-Procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
2. Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal by clicking on the "Online Bidder Enrollment" link.
3. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
4. Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication for the CPP Portal.
5. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificates (Class - III Certificates with signing key usage) issued by any certifying authority recognized by CAA India (e.g. Sify / nCode / eMudhra, etc.) with their profile.
6. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSC to others which may lead to misuse.
7. Bidders then log in to the site through the secured log-in by entering their user ID, password, and the password of the DSC e-token.

3.2 Tender Document Search:

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 for advanced search for tenders, wherein the bidders may combine several search parameters such as Organization, Form of Contract, Location, Date, and 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 document/tender schedules. These 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 to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3.3 Bid Preparation:

1. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as a 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 rejection of the bid.

2. Bidder, in advance, should be prepared with the bid documents to be submitted as indicated in the tender document/schedule and generally, that can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with a black and white option which helps to reduce the size of the scanned document.
3. 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” 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 the bid submission process.

NOTE: My documents space is only a repository given to the bidders to ease the uploading process. If a bidder has uploaded his documents in the My Documents space, this does not automatically ensure these Documents are part of the Technical Bid.

4. Bidder should take into account any corrigendum published on the CPP Portal concerned with this tender document before submitting their bids.
5. The Bidder is advised to inspect all the specified area of the institute & satisfy himself before submitting his tender as to the nature of work. No complaints on these accounts shall be entertained after submission of the tender. The inspection of the site can be made from XX/XX/XXXX to XX/XX/XXXX between 03:00PM to 05:00 PM from PIC/Dy. Registrar on prior appointment on working days.

3.4 Bid Submission:

1. The tenderer shall submit the tender in two parts in the e-Procurement site (<https://eprocure.gov.in/eprocure/app>) of CPP portal consisting of Part-I (Technical Bid) and (Part-II- Financial Bid i.e. BOQ) each in separate cover.
2. Bidders should login to the site well in advance of 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.
3. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
4. The bidder has to select the payment option as “Offline” to pay the tender fee / EMD as applicable and enter the required details.
5. The bidder should prepare the EMD / Tender fee as per the instructions specified in the tender document. The original should be posted/ couriered 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 date entered during bid submission time. Otherwise, the bid shall be technically disqualified.

6. Bidders are requested to note that they should submit their financial bid in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it, and complete the 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 shall be summarily rejected.
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 that 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 date 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 openers.
9. The uploaded tender document is readable only after the tender opening by the authorized bid openers.
10. Upon the successful and time 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 others 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 person indicated in the tender.
13. Any queries relating to the process of online bid submission or queries relating to the CPP Portal, in general, may be directed to the 24x7 CPP Portal helpdesk.

NOTE: *At any time before the deadline for submission of proposals, the institutions reserve the right to add / modify / delete any portion of this document by the issuance of a Corrigendum, which will be published on the website and will also be made available to the all the Bidders who have been issued the tender document. The corrigendum shall be binding on all the bidders and will form part of the bid documents.*

3.5 Tender Fee & Earnest Money Deposit (EMD) / Bid Security:

1. Tender Fee (non-refundable) of **Rs. 1,000/- (Rupees One Thousand only)** and EMD / Bid Security (refundable) of **Rs. 2,00,000/- (Rupees Two Lakh only)** in the form of Demand Draft (DD) in favour of “Director NIT Rourkela” payable at Rourkela from any scheduled commercial bank except Co-operative Bank and Gramin Bank. The DD for EMD and Tender Fee should remain valid for a period of 45 days beyond the bid validity from the date of opening of technical bids.
2. EMD and Tender Fee should reach physically through speed post/register post/courier, in an envelope & super-scripted with the subject, tender reference number addressing to Registrar, NIT Rourkela – 769008, Odisha on or before 02/08/2024.
3. EMD / Bid Security of the unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before 30 days after the award of the contract to the L1 bidder.
4. The cover containing the DD for EMD and Tender fee shall be opened first at the time of opening of technical bid. The Part-I offer of those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the tender will be considered invalid and other parts will not be opened.
5. Bids received without Earnest Money Deposit and Tender Fee shall stand technically disqualified and thus shall not be considered for evaluation at any stage.
6. The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of the contract, withdraws at any stage after the opening of the technical bid or the price bid and who evades or refuses to accept the Award of Contract after being L1 within the period of validity, shall be liable to forfeiture.
7. The EMD submitted by the successful bidder shall be refunded within thirty days of submission and acceptance of the Performance Security/Performance Bank Guarantee/ Security Deposit in case of award of contract.

3.6 Bid security Exemption:

1. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for goods produced and services rendered, are exempted from EMD. Accordingly, MSEs shall be required to submit valid Udyam Registration Certificate for availing benefit under MSE Procurement Policy. The benefit as above to MSEs shall be available only for Goods produced and services rendered by MSEs. However, traders are excluded from the purview of MSEs Procurement Policy.
2. Startup(s) as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, are exempted from Bid Security. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.

3. Eligible MSE and startup bidders who seeks exemption from Bid Security as per above clause, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to execute the contract, or to submit a performance security before the deadline defined in the request for bid document/contract, they will be suspended for the period of three years or for a period as decided by the competent authority from being eligible to submit bids for future contracts with the NIT Rourkela. Bidders should submit the duly filled and signed declaration as per the attached format in Annexure-X.
4. Those firms who have applied for renewal of registration with any of the above bodies but have not obtained the valid certificate as of the closing date of the tender are not eligible for exemption.

3.7 Performance Security / Performance Bank Guarantee/ Security Deposit:

1. The successful bidder shall have to deposit a Performance Security (PS) equal to **3%** of the annual contract value after AOC drawn, within 15 days after the issuance of the Work Order, in favour of “Director, NIT Rourkela” payable at Rourkela in the form of Demand Draft (DD) / Bank Guarantee (BG) from any Scheduled Commercial Bank except Co-operative Bank. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
2. The Performance Security will not attract any interest. Any pending dues shall be adjusted /recovered from PS.
3. The Performance Security shall be liable to be forfeited if the successful bidder fails to undertake the work within the stipulated period or fails to comply with any of the terms and conditions of the contract.

3.8 Eligibility Criteria:

1. **Status:** The bidder shall necessarily be a legal entity either in the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 or subsequent amendments of the act, eligible to provide Garden maintenance services. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted. Copy of Registration No. under the Shop & Commercial Establishment Act may be enclosed. Proof of the status of the bidder shall be submitted. The firm should have Zonal or Regional headquarter/office in Odisha/Rourkela.
2. **Financial Capacity:** The Bidders should have a minimum average annual turnover of **Rs. 30,00,000/- (Rupees Thirty Lakh) in the last three financial years i.e. Financial Year 2020-21, 2021-22, 2022-2023.** Bidders are required to submit documentary evidence for the above in the form of an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR), completed work order copy and experience certificate (As per given format) along with satisfactory performance report for the last three financial years. All financial documents submitted must be duly certified by a Chartered Accountant. The firms must be willing and/or capable of sustaining themselves financially until bills are processed and payments are released.

3. **Experience:** The bidder should have a **minimum experience of three years in maintenance of lawn and garden, landscape services during last five financial years ending on 31/03/2023** in any Government / Semi-Government / Autonomous Bodies / PSU. Interested bidder(s) may participate along with sufficient proof of experience. A copy of the Work Orders / Service Orders along with experience and satisfactory performance certificate against the respective work order should be produced in support of their experience as per given format. **Supply of only work order without any satisfactory performance report shall not be counted as a valid experience.**

3.9 Documents to be submitted by Bidder along with the technical bid:

1. Category of Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-operative Society, etc. along with the following documents:
 - a. In the case of Proprietary Firm, attested copy of the affidavit of Sole Proprietary.
 - b. In the case of the Partnership Firm, an attested copy of the Partnership deed along with amendments if any, and proof of registration, if any.
 - c. In the case of Limited Companies, an attested copy of the Memorandum & Articles of Association, Certificate of Incorporation, Authorized, Subscribed and paid-up capital.
 - d. In the case of Co-operative Society, an attested copy of the certificate of registration from the Registrar of Co-operative Societies.
 - e. If required, the original documents will have to be produced for verification at the time of the Technical Bid Evaluation.
2. A Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Company shall be signed in the name of the company, by a **person duly authorized on its behalf**. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the agency **is duly authorized to do so shall accompany the tender**. The Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be technically disqualified.
3. Information about the officer of the firm/company being an employee, past or present, or relationship of any employee of NIT Rourkela with Proprietor, Partner – Director of the firm is to be furnished.
4. Whether the bidder or any of the Proprietor, Partner, Director, Shareholders, or their spouse working as contractors in NIT Rourkela, or any Government Department / Public Undertaking has been:
 - a. Blacklisted.
 - b. Removed from the approved list of Contractors.
 - c. Demoted to the lower class of job.
 - d. Under orders for banning or suspending business with him/them. if yes, give the details indicating the period.
 - e. Convicted by a court of committing any offense.

5. RPFC Registration Code Number, if any;
6. Copy of GST Registration Certificate;
7. Copy of Permanent Account Number (PAN);
8. Copy of Labour License, issued by the Labour Commissioner; (if applicable)
9. Registration Certificate of Employee Provident Fund Organization (EPFO); (if applicable)
10. Registration Certificate of Employee State Insurance Corporation (ESIC); (if applicable)
11. Copy of Audited Balance sheet, Profit & Loss Statement, and Income Tax Return for last three years ending on 31st March 2023;
12. Proof of local office Address (valid rental agreement/ proof of ownership documents);
13. Copy of requisite work order/service order/completion certificate/experience/performance satisfactory certificate issued by the organization;
14. Duly signed Checklist of bidder (Annexure – I);
15. Duly signed Pro-forma for technical bid (Annexure –II);
16. Duly signed tender acceptance letter (Annexure-IV);
17. Duly signed Self Declaration-Non-Blacklisting (Annexure-V);
18. Duly signed Performance Report issued by previous organization (Annexure – VI)
19. Duly signed Experience details of the bidder (Annexure-VII);
20. Copy of the Work orders related to maintenance of Lawn & Garden Work;
21. Duly signed Annual turnover details of the bidder (Annexure-VIII);
22. Duly signed Company details of the bidder (Annexure-IX);
23. Duly signed Bid security declaration for EMD-exempted bidders (Annexure-X); (if applicable)

NOTE: The Bidder must attach self-attested copies of the above-mentioned documents along with the techno-commercial bid. Any bid not accompanied by the above documents shall be technically disqualified.

3.10 Bid Evaluation Procedure:

3.10.1 Techno-Commercial Bid Evaluation:

1. Techno-commercial bids will be opened on the specified date & time by the Tender Evaluation Committee duly constituted by the competent authority of NIT Rourkela. The bids will be evaluated based on the documents submitted by the bidders in the e-Procurement module of CPP Portal and the satisfactory performance report from the previous works. The decision of the committee shall be final and binding on all bidders and can't be questioned at any stage of evaluation.
2. The Institute also reserves the right to seek confirmation/clarification from the issuing agency for the supporting documents submitted by the bidder.
3. To assist in the examination, evaluation and comparison of the bids, and qualification of bidders, the committee may, at its discretion ask any bidder for a clarification of its bid. The committee's request for clarification and the response shall be in writing through e-procurement mode only. No other mode shall be entertained. Any clarification submitted by a bidder that is not in response to a request shall not be considered.

4. If any bidder fails to provide the requested clarification/information within the stipulated date and time given by the Institute, the bid shall be technically disqualified.
5. The request for clarification and the response shall be in writing, without any alternation in the price or substance of the bid submitted.
6. Financial bids of those bidders whose techno-commercial bids are found technically qualified shall be opened by the Committee on the specified date & time. The same shall be communicated to the prospective bidders through e-mail by NIC.

3.10.2 Financial Bid Procedure & Evaluation:

1. Bidders are encouraged to participate in bidding for either Area-I or Area-II, or for both Area-I and Area-II, according to their eligibility. The contract shall be awarded separately for Area-I and Area-II based on the lowest bid (L1) for each area. **If a firm is determined to be L1 for both Area-I and Area-II, the committee reserves the right to split the work between two or more parties at the L1 rates, at its sole discretion.**
2. The Financial bid (BOQ) shall be in Excel sheet form. The financial bid (BOQ) of all techno-commercially qualified bidders may be opened by the committee on the scheduled date & time.
3. After evaluation, the work shall be awarded to the supplier who quoted the lowest price (L1) after complying with all the Acts/provisions stated/referred to for adherence in the tender. In case two or more agencies are found to have quoted the same price, the Committee shall decide the L-1 Agency based on the following tie breaking criteria:
 - a. The turnover for the financial year 2022-23 shall be considered.
 - b. If further required for tie breaking the turnover for the financial year 2021-22 shall be considered.
 - c. If further required for tie breaking the turnover for the financial year 2020-21 shall be considered.
 - d. Further, if the tie persists then the L1 will be decided by a draw system in the presence of the concerned contractors. The decision in this regard by the committee shall be final and binding on all concerned.
4. Being L1 will not be the sole criteria for eligibility for the award of a contract. The Feasibility of the lowest quote by the bidder will be examined by the committee with reference to relevant rules in vague, terms & conditions of the tender and the decision of the committee in this regard shall be final & binding on all concerned.
5. If a tenderer quotes predatory pricing/abnormally low bids, the tender evaluation committee may ask for written clarification from the tenderer for detailed price analysis/ price break-up/price justification of its bid price in relation to scope, schedule allocation of risks and responsibilities, any other requirements of the bid documents during the financial evaluation.
6. If, after the evaluation of the price analysis/price justification, the bidder fails to demonstrate the basis of the quoted price with substantiating documents/evidence/calculation, the committee at its sole discretion shall reject the bid.
7. NIT Rourkela reserves the right to split the entire tender to any two or more parties at L1 rates. In case the agency with the lowest rate at any stage after the award of the contract fails to execute/perform successfully / satisfactorily, the contract shall be terminated with forfeiture of the Bid security/performance security and the Bid security exempted bidders will be suspended from the future tenders of NIT Rourkela as decided by the competent authority as per the clause 3.6 of this tender notice.

8. If required, negotiation will be held with L-1 tenderer only. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, the bid shall be disqualified and the bids shall not be considered during retendering.

3.11 Monthly Payment Terms:

1. The successful bidder shall submit the monthly bills in duplicate after satisfactory completion of the work to the designated officer of the Institute for certification for payment within 7 days of the successive month. The officer, on receipt of the bill, will check the work record, and thereafter process the bill for payment. The agency will make the wage payment and statutory payments to its staff as per extant rules and regulations. The monthly Invoice should be supported with the following documents:
 - a) Original Invoice
 - b) Acquaintance (Wage) Register duly signed by the individual contract Labourers
 - c) Attendance Register
 - d) Satisfactory performance report duly signed by concerned Head of the Department of the respective month.
 - e) ESI remittance challan with consolidated breakup details of the respective month
 - f) EPF remittance challan with consolidated breakup details of the respective month
 - g) GST payment challan (B2B form) to be submitted along with the bills of the respective month
 - h) All remittances proof for the bank activity of the personnel/employees deployed for the respective month are to be duly signed and submitted along with the bills.
2. Payment will be made by the Institute to the contractor on a monthly basis on submission of bills in duplicate along with the certificate of satisfactory performance of work from the concerned office(s) of NIT Rourkela.
3. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the successful bidder.
4. In case of any delay in the processing of the bills, the successful bidder shall be required to ensure the payment of the monthly remuneration and statutory due to the personnel deployed by the agency within 7th of every month and there should be no linkage between this payment and the settlement of the contractor's bill from the Institute.
5. Under any circumstances, no advance payment will be made.
6. The contractor needs to provide details of his Bank Account number, name and address of the bank, Branch and Branch Code, IFS code, etc., to facilitate payment through a bank (digital payment).
7. The applicable TDS/Income Tax and penalties if any shall be deducted from the monthly bill.
8. The contract is purely a service contract. The contract value shall remain unaltered during the validity of the contract.

3.12 Key factors to be considered during bid submission:

1. The tender shall be valid for 120 days for acceptance from the date of opening of the technical bid and withdrawal in between shall entail the forfeiture of Earnest Money Deposit.

2. Tenders containing overwriting or erasing, without authentication with full signature in the page(s) of “Schedule of Rates” (Financial Bid) and amount/quantity not shown in figures and words will be liable for rejection.
3. The rates quoted in the tender by the tenderer shall be in figures as well as in words. In case of a discrepancy in the rate between the figure and words, the value written in words shall be taken as the final quoted rate.
4. Tenders with rates in units different from those prescribed in the “Schedule of Rates” and Price Bid (BOQ) not received in the prescribed format shall be disqualified.
5. The rate in the tender shall cover/include all statutory duties/taxes/levies etc. as on the closing date of tender excluding GST, unless specified.
6. Conditional tenders either in Part – I or Part – II of the tenders shall be liable to be rejected.
7. Any request from the bidder in respect of any additions, alteration, modification, correction, etc. of either terms and conditions or quoted rate, after the opening of the technical bid, shall not be entertained under any circumstances.
8. By submitting a bid, the bidder will be deemed to have satisfied himself that the rate quoted by him in the tender will be adequate to complete such work according to the scope and conditions of the tender and all other conditions and difficulties that may arise during its progress/execution have been considered. Any complaint in this regard after submission of the offer shall not be entertained.
9. Canvassing in any form is strictly prohibited and the bid submitted by the tenderer who resorts to canvassing will be liable for rejection.
10. The Authority of NIT Rourkela reserves the right to accept/reject any or all bids without assigning any reason thereof or divide the work with multiple bidders on acceptance of the lowest price.
11. Proprietary firms, Registered Firms, Registered Partnership Firms, Private Limited Companies, Public Limited Companies, Co-operative Society etc. formed after the publishing date of the tender are not eligible.
12. It shall be the responsibility of the person/firm submitting the tender to ensure that the tender has been submitted in the format as per the terms and conditions prescribed in the Institute website and no change is made therein after submission of the tender. In the event of any doubt regarding the terms and conditions/format, the person concerned may seek clarification from the authorized officer of the Institute. In case any tampering / unauthorized alteration is noticed in the submitted tender documents, the said tender shall be rejected straightaway.
13. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.
14. For any clarification, please contact: -

- **Deputy Registrar (Purchase & Works),
NIT Rourkela, Rourkela – 769008
Ph. No.: 0661-246-2051/2082;
Email: purchase@nitrkl.ac.in**

Or

- **Prof. Sujit Kumar Bhutia;
Ph: 0661-2462686;
Email: pic-lg@nitrkl.ac.in**

4. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 Definitions

1. **Approved** means approved in writing, including subsequent confirmation of previous verbal approval.
2. **Competent Authority** means the Director, NIT Rourkela or any officer authorized in this regard.
3. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
4. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions therefrom as may be made during the tender evaluation or thereafter.
5. **Contractor or Agency or Firm or Company** means “The Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees and legal heirs.
6. **Director** means and includes the Director of NIT Rourkela or his authorized representative.
7. **Duration of Contract / Contract Validity** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through a written communication.
8. **NIT** means National Institute of Technology, Rourkela represented through an authorized officer for this contract or Director as the case may be.
9. **Authorized officer / Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean and Warden, HOD of NIT authorized or designated for this contract.
10. **Institute** means National Institute of Technology Rourkela. (in short NITR).
11. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed, or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post/courier (with POD) to the notified address or the Registered office of the addressee, or the contractor’s site office and shall be deemed to be sufficient service if so sent or left at that address.
12. **Terms and Conditions** means the General terms and Conditions of the Contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and/or agreement.
13. **Tender** means an offer against enquiry/advertisement/Notice Inviting Tender submitted by the tenderer in a single part or multiple parts like Techno-commercial part, price bid part.
14. **Tenderer** means and includes the person or firm or company who has submitted a valid tender and also includes its authorized representatives, heirs, executors, administrators, successors, and assignees as approved by the employer.
15. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for the fulfillment of the Scope of Work and as set forth and required by the specifications and such additional instructions issued from time to time during the progress of the work.
16. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting the price in

connivance to influence the bid). The decision of the Institute in this regard shall be final and binding.

4.2 Responsibilities of NIT Officials:

1. NIT's representative must watch and oversee the work. He / She shall have no authority to relieve the contractor of any of his duties or obligations under the contract except through explicit written order under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

4.3 Assignment and Sub-Contracting:

1. The contractor shall not assign the contract, or any part thereof, any benefit or interest therein to any third party without prior written consent of NIT Rourkela.
2. The contractor shall not sub-contract the works without written consent of NIT Rourkela and such consent if given shall not absolve the contractor from responsibility, liability, or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts, defaults, or neglects of the contractor, his agents, servants or workman.

4.4 Contract Documents:

1. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
2. **Further instructions:** The representative of NIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

4.5 General Obligations of the Contractor:

1. **Sufficiency of Tender:** The contractor shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
2. **Bankruptcy and Breach:** A contract if the contractor becomes bankrupt or has an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with or assignment in favor of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the amalgamation, absorption or reconstruction) or if the contractor assigns the contract without the prior consent of NIT Rourkela or it is found that the contractor –
 - a. has abandoned the contract or;

- b. without reasonable explanation has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or;
- c. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or;
- d. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or;
- e. Otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

NIT may after giving 7 days of notice in writing to the Contractor, enter upon the site and expel the contractor therefrom, without thereby avoiding the contractor or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and power conferred on NIT or otherwise available under the law, may appoint any other contractor to complete the work at the cost and risk of the Contractor. However, on happening of any eventualities as per the above subclause (a) to (e) the NIT shall be at its discretion to terminate the contract by giving 7 days of notice and the contract shall stand terminated w.e.f. the 8th day from the date of issue of notice. In any of the eventualities mentioned above in (a) to (e), NIT shall have the right to take possession of the plants and machinery of the contractor and realize the dues by sale of the said plant's machinery, and equipment.

- 3. **Illegal gratification, breach of contract:** The contract may also be terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
- 4. **Code of Integrity:** All bidders are required to adhere to the Code of Integrity for Public Procurement in accordance with the regulations issued by the Government of India. Any violation of this code may lead to punitive actions, including contract cancellation, banning, blacklisting, or other actions initiated by NIT Rourkela as per extant rules.

5. Debarment of Business Dealings:

- I. As per the Rule 151 of GFRs 2017 a bidder shall be debarred if he has been convicted of an offence
 - (a) Under the Prevention of Corruption Act, 1988; or
 - (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 If a bidder debarred under the aforementioned clause then the bidder or any successor of the bidder shall be ineligible to participate in procurement processes of NIT Rourkela for a period as decided by the Competent Authority with maximum ceiling of three years commencing from the date of debarment.
- II. NIT Rourkela reserves the authority to debar a bidder or any of its successors from participating in procurement processes for up to two years if it is determined that the bidder has violated the code of integrity, as outlined in Rule 175 of GFRs 2017.

- III. The Institute will maintain a list of debarred entities, which will also be publicly accessible on its website and may forward to appropriate ministry/department for hosting it in their domain.
- IV. The Institute adheres to the guidelines of the Ministry of Finance vide Office Memorandum No. F.1/20/2018-PPD dated 02/11/2021 for the purpose of debarring firms from bidding and participating in the procurement processes.
6. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance to influence the bid).
7. **Final Certificate:** The contract shall not be considered complete until a Final Certificate has been signed and issued to the contractor stating that the works have been completed by the terms of the contract. The Contractor has to submit a no-dues certificate evidencing the closure of contract.
8. **Notice:**
- a. **Service of notice on Contractor:** Any notice given to the Contractor under the terms of the contract shall be served to his representative by registered post/courier or by hand of its registered office or at the Contractor's site office.
 - b. **Service of notice on NIT:** Any notice to be given to NIT under the terms of the contract shall be served by sending the same by registered post/courier to the office of Registrar, NIT Rourkela – 769008, Odisha.
 - c. **Change of Address:** Any change of address of the Contractor shall immediately be notified to the Registrar, NIT Rourkela – 769008, Odisha.
9. **Safety:**
- a. The Contractor will be responsible for ensuring the safety of the people working under them.
 - b. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ a subcontractor / petty contractor.
 - c. If required Contractor will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
10. For violation of safety norms, the penalty may be imposed on the Contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.
11. **Policing of work:** Should the general conduct of the works including the Premises of NIT under the occupation of the Contractor lead to violation of any of the provisions of the Bharatiya Nyaya Sanhita either in consequence of riotous or illegal proceeding of the contractor's labour or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the institute.
12. **The Law in Force in Relation to Contract:** The contract or amendments thereof entered between the Principal Employer and the Contractor under the contract shall be governed and

regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

- 13. Statutory Obligation:** The Contractor shall comply with all statutes, rules, regulations, by law and orders of statutory authority including but not limited to compliance of:
- a. Payment of Wages Act. (Linked to Govt. of India, as per rule/guidelines/circular of the Central Govt.)
 - b. Minimum Wages Act. (Linked to Govt. of India, as per rule/guidelines/circular of the Central Govt.)
 - c. EPF Act. (As per rules/guidelines/circular of the Central Govt.)
 - d. ESI Act. (As per rules/guidelines/circular of the Central Govt.)
 - e. Contract labour (R&A) ACT & such other laws if applicable for execution of the contract in question as employer of this staff engaged / deployed in execution (Linked to Govt. of India).
- 14.** The Contractor shall not allow any visitor on the work sites, without the prior permission of NIT.
- 15.** If a tenderer quotes an unworkable rate and is considered for placement of the order, the firm will be asked to justify the rate quoted and will have to give a Performance Guarantee Bond in addition to the Performance Security in the form of Bank Draft / Bank Guarantee. The amount of performance guarantee bond will be decided by NIT at the time of placement of the order. The Earnest Money Deposit (EMD) of the tenderer who refuses to give a performance guarantee bond will be forfeited and they will not be considered in retendering if the order/contract is not finalized from the present tender.

16. Arbitration:

- a) **Reference of Disputes to Conciliation / Arbitration:** All disputes or differences arising out of the contract shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation Act, 1996. Such dispute shall first be referred to Conciliation by a Conciliator appointed by the Director, NIT Rourkela. The Conciliator shall decide the fees / remuneration and the rules of procedure.
- b) **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed on mutual consent of both parties.

Upon receipt of notice for arbitration, Director, NITR shall suggest three names to the Contractor to agree on any one of them to act as sole Arbitrator.

In the event, if party fails to intimate within fifteen days from the date of intimation of the three names then Director, NITR will be at liberty to request any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall decide the dispute independently and impartially. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and

without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartially.

- c) The arbitral tribunal shall be free to determine its own procedure, fees as per Arbitration and Conciliation Act 1996, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter, in conformity with Arbitration and Conciliation Act, 1996.
- d) **Work to continue during Conciliation / Arbitration:** Work under the contract shall continue during the arbitration proceedings and recourse to arbitration shall not be a bar for continuance of the contract.

17. Jurisdiction & Right to Amend the Rules:

- a. The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time which shall be final and binding on the firm.
- b. The Institute rules shall be binding for the execution of the contract. If differences persist ever after arbitration & there are compelling reasons to go to the court, it will be decided in the Courts having jurisdiction over Rourkela.

18. Contract Validity:

- a. Initially, the contract period will be for one year from the date of issue of the work order. It may be extended for two more years on year-to-year basis subject to satisfactory performance and requirement of the Institute on the approval of competent authority. Any further extension beyond the aforementioned tenure shall be purely based on performance of the service provider and as per the need of the institute. The contract shall be reviewed at the end of each tenure and the contract value may be revised based on the decision of the competent authority.
- b. If the successful firm fails to initiate the job within one calendar month from the date of issue of the work order, the work order shall be cancelled immediately without assigning any reason thereof along with forfeiture of the Performance Security.
- c. At any stage during the tenure of the contract if the agency intends to withdraw the service the same may be addressed to the Registrar NIT Rourkela.
- d. The notice for withdrawal of the contract will be a minimum of 60 days from the date of confirmation given to the Institute in writing. The Performance Security shall be forfeited and the next eligible bidder shall be offered.

19. Contractor's Background:

- a. Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for execution of allotment Contract and if such a person procures any Contract by suppression of information, it will be cancelled.

20. Liabilities, Control, etc. of the Persons Deployed:

- a. The person/staff presented to the Institute by the agency should be of good character and should not have any Police records/criminal cases against them.
- b. The agency shall ensure that the employees deployed at NIT Rourkela under this contract are medically fit to join and perform the duty and that all Labour Laws, rules, and regulations are followed and strictly adhered to by the agency in this regard as the employer of these outsourced employees. Any liability whatsoever (including financial or otherwise), that may arise because of failing to adhere to these provisions, either by the agency or by the said employee, shall be that of the agency and NOT of the Institute. No expenditure on assessment of medical fitness or medical expenses will be borne, reimbursed, or shared by the Institute in any manner.
- c. The person deployed shall neither have nor shall claim, any benefits/compensation/absorption/regularization/ appointment of services from/in NIT Rourkela under the provision of the Industrial Disputes Act 1947 and Contract Labour (Regulation & Abolition) Act, 1970. This also includes any claim of compensation, or interest thereon, for injury, temporary or permanent disability, or death under any Law. All other statutory requirements in respect of any personnel/employees of the outsourcing agency shall be the responsibility of the agency and these must be taken into account while making the financial proposal. All such liabilities are those of the outsourcing agency as the employer and therefore, all such claims shall be made only with the agency, and the Institute will not bear these liabilities for any reason whatsoever.

21. Risk And Cost:

- a. In case of poor performance or non-attendance to the operational guidelines, as spelled out in the scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the NIT Rourkela at the risk and cost of the agency/firm/contractor through an alternate source.
- b. Any claim that the above liabilities under various laws/rules etc. we don't know/missed by oversight/not applicable etc. shall not be entertained by NIT Rourkela. Since ample opportunity is being provided to the bidders for understanding these provisions and seeking clarification, if any, in the matter, of any failure or denial on the part of the outsourcing agency on account of any of these provisions, once the contract has been awarded will make the agency liable for imposition of a penalty as deemed fit which shall be decided by the institute authority and shall be binding on the agency.
- c. In case of any loss that might be caused to NIT Rourkela due to lapse on the part of the personnel/employees discharging their responsibilities will be borne by the Agency and in this connection, the Director, NIT Rourkela shall have the right to

deduct the appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to NIT Rourkela, besides recovery of liquidity damages. In case of frequent lapses on the part of the contractor/agency or personnel/employees deployed by the agency, the Director, NIT Rourkela shall terminate the contract forthwith or take any other action without assigning any reason thereof. Such decision shall be binding on the agency.

- d. Neglect or failure on the part of the contractor to execute the work will be carried out by an alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full. The Institute may also blacklist/debar the agency for such non-compliance in matters where it is found that the agency has failed/denied protecting the interests and benefits of the employees due to them under various laws applicable in the circumstances.

22. Fore-closure/Termination of the service contract in full or part:

- a. NIT Rourkela reserves the right to terminate the contract at any time as per the conditions laid down in the following section. On termination of the contract, the manpower engaged by the firm shall also be presumed as terminated.
 - i. By giving one month notice by the Institute to the agency without assigning any reason thereof.
 - ii. The agency/firms not performing its duties properly as per the agreed terms and conditions of the contract.
 - iii. For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof or benefit or interest therein or hereunder by the agency to any third party for subletting whole or part of the contract.
 - iv. On the agency being declared as insolvent by the court of law. During the period for termination of contract in the situation contemplated above, the agency shall keep discharging its duties as before till the expiry of notice period. On termination of the contract, it shall be the duty of the contractor to ensure that no person creates any disruption/hindrance/problem of any nature to NIT, Rourkela.

23. Cancellation of Tender:

- a. Notwithstanding anything specified in this tender document, NIT Rourkela at its sole discretion without assigning any reasons, reserves the rights.
 - I. To accept or reject lowest bidder or any other bidder or all the bidders.
 - II. To accept any bid in full or in part.
 - III. Float/ initiate a parallel tender for identical requirement.
 - IV. Cancel the tender at any stage.

24. Indemnity:

- a. The agency service provider is responsible for all involved risks, liabilities, and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances the NIT Rourkela shall be held liable for any mishap, injury, accident, or death (s) of supplied manpower during duty and even off-duty time. The firm/agency shall have all the responsibility in all cases. The Service Provider/Agency shall be liable to pay the compensation as per the provisions of the Act, Laws, or Rule (as applicable) of land. In case of loss to the Institute due to negligence of the manpower deployed the same may be recovered from the Service Provider/Agency.

25. Liquidated Damages (LD):

- a. If there is any damage to the Institute property or any other financial burden on the Institute because of willful or negligent action by the contractor or its personnel/employees, the Institute shall be entitled to recover ten times the cost as compensation from the contractor and may adjust/recover from the dues of the contractor.
- b. The agency/firm/contractor shall ensure execution as per the frequency indicated in the scope of work. The institute authorities shall inspect the Institute area from time to time to assess the performance of the Contractor. If any deficiency in service is observed, the inspecting personnel may assess the value of the deficiency and recommend appropriate liquidated damages to be levied from the monthly bill. Such damages will typically be twice the value of the deficiency to account for the administrative cost and hardship to the users. The cost of the LD shall include not only the saving to the contractor in materials, equipment usage and personnel, but also the consequence of poor performance by the contractor's personnel and of poor supervision. In case of dispute in assessment, the decision of Director, NIT Rourkela shall be final and binding. For any deviation from the contract or any job not performed or left out or default or any delayed performance/ unsatisfactory performance, the agency/firm/contractor shall be liable for liquidated damages subject to a minimum limit of 0.5% and maximum of 10% of the monthly billed value.

26. Operational guidelines of the Contract:

1. The contractor after award of the contract shall mobilize its resources for execution of the work as per terms of contract.
2. The contractor shall discharge its responsibility strictly adhering to this scope and shall ensure cleanliness as per frequency indicated in the contract.
3. The contractor while discharging, its aforesaid of responsibility shall carry out the instructions of Officer In-charge/ Engineer from time to time.

4. The NITR shall provide storage space for the agency/firm/contractor at a suitable place inside the campus as per availability. The agency/firm/contractor shall ensure that all the tools/tackles along with required consumables etc. are kept at the appropriate place, specified for the purpose.
5. The waste materials, collected during the cleaning shall be disposed of at the designated place.
6. Utmost care is to be taken while working to avoid any damage to the fixtures and accessories installed in the premises and in case of any damage, the same is to be repaired/replaced to make the same normal/functional to its original state, at the cost of agency/firm/contractor and the agency/firm/contractor shall be liable to compensate the loss, if any to the NITR, which shall be recovered from the bills accrued to the agency/firm/contractor.
7. The agency/firm/contractor shall obtain written permission in respects of all its staff and officials for entry and working inside the campus premises and shall maintain record in this regard. Unauthorized entry and deployment of persons without prior permissions of the Registrar's office is prohibited.
8. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials engaged by the agency/firm/contractor, and they shall have to behave soberly at all times while functioning inside academic and administrative buildings. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
9. Payment will be made/ released on monthly pro-rata basis to the agency/firm/contractor during the preceding month based on the certification by concerned PIC.
10. The assets and equipment provided by the Institute shall be property of the Institute and agency/firm/contractor shall be merely the custodians of such assets and equipment. On termination/expiry of contract. Any such property shall be handed over to the Institute in proper working condition.

CHECKLIST FOR PREPARATION OF TENDER

Sl. No.	Particulars	Yes / No
1	Have you filled and signed the details and enclosed relevant documents?	
2	Have you read and understood various conditions of the tender and willing to abide by them?	
3	Have you submitted a tender fee of INR 1,000/- through offline mode of the e-Procurement module of the CPP Portal? The same should reach the Institute within the due date and time physically in the shape of demand draft (DD).	
4	Have you submitted a EMD of INR 2,00,000/- through offline mode of the e-Procurement module of the CPP Portal? The same should reach the Institute within the due date and time physically in the shape of demand draft (DD).	
5	Have you taken a print of all the sections & annexures of the tender in the prescribed paper size and signed on all pages of the tender document and submitted it in the e-Procurement module of the CPP Portal?	
6	Have you attached proof of having met the eligibility criteria?	
7	Have you attached a self-attested copy of the documents to show the financial status?	
8	Have you attached a copy of the registration certificate with Government bodies like IT, GST, EPFO, ESIC, Labour license, or Legal Entity?	
9	Have you attached a copy of the self-attested work order along with a experience, satisfactory performance report & completion certificate (as applicable) issued by the organizations / Govt. Departments or any other reputed PSUs?	
10	Have you attached all the supporting documents along with the technical bid as per clause no. 3.9?	
11	Have you attached the proof of authorization to sign on behalf of the Bidder?	
12	Has your techno-commercial bid been submitted as per the requirements of the tender?	
13	Is your Price Bid (BOQ) submitted as per the prescribed MS Excel format in the e-Procurement module of the CPP Portal?	
14	Have you submitted the tender documents in two parts with the respective cover in the e-Procurement module of the CPP Portal?	

Signature of the Tenderer

PROFORMA FOR TECHNICAL BID

Sl. No.	Particulars	Document is attached (Yes / No)	Page No
1	Details of the Firm		
2	Other business of the Firm		
3	Valid Tender Fee		
4	EMD Exemption Certificate		
5	Incorporation/Registration certificate of the company		
6	GST Registration No. (attached self-attested copy)		
7	EPF, ESIC, Labour License Registration No. (attached self-attested copy)		
8	PAN & Bank details (attached self-attested copy)		
9	Tender acceptance letter (Annexure-IV)		
10	Non-Blacklisting undertaking (Annexure-V)		
11	Satisfactory service performance certificate/reports of similar services preferably from the Govt. organizations / PSUs (at least one report on the letter head of the clients under signature of the authorized signatory with seal. (attach separate list if necessary) (Annexure-VI).		
12	The bidder should have a minimum experience of three years in maintenance of lawn and garden, landscape services during last five financial years ending on 31/03/2023 in any Government / Semi-Government / Autonomous Bodies / PSU. Interested bidder(s) may participate along with sufficient proof of experience. A copy of the Work Orders / Service Orders along with experience and satisfactory performance certificate against the respective work order should be produced in support of their experience as per given format. Only work order without any satisfactory performance report shall not be counted as a valid experience (Annexure -VII).		
13	The Bidders should have a minimum average annual turnover of Rs. 30,00,000/- (Rupees Thirty Lakh) in the last three financial years i.e. Financial Year 2020-21, 2021-22, 2022-2023 . Bidders are required to submit documentary evidence for the above in the form of an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR), completed work order copy and experience certificate (As per given format) along with satisfactory performance report for the last three financial years (Annexure -VIII).		
14	Company details (Annexure -IX)		
15	Bid Security declaration for EMD exempted bidders (Annexure-X)		

NOTE: All the above details are required to be compulsorily attached with the form, which is necessary for evaluation of technical bid failing which the technical bid shall be disqualified.

Signature of Tenderer

BOQ (Bill of Quantity) /PRICE BID / QUOTED PRICE FORMAT
[Should only be uploaded in the Price-Bid cover. Not to be enclosed with the Techno-commercial bid]

Validate

Print

Help

[Online Wise BoQ](#)

Tender Inviting Authority: REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008

Name of Work: "MAINTENANCE OF LAWNS AND GARDENS, COVERING THE ACADEMIC & ADMINISTRATIVE AREAS, CAMPUS STREETS, AND DESIGNATED GREEN SPACES OF THE NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA".

Tender Notice No: NITR/PWLAWN-GAR/2024/328 DATE: 10/07/2024

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Units in square meter	BASIC RATE In Figures without GST but inclusive of all taxes and charges per square meter per month to be entered by the Bidder in INR	TOTAL AMOUNT Without Taxes in INR	Total GST Amount in INR	TOTAL AMOUNT With Taxes in INR	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	9	10
1	Description:-							
1.01	Maintenance of Lawn and Garden Areas (Area-I) as mentioned under tender clause 2.1	item1	120,000.00		0.00	0.00	0.00	INR Zero Only
1.02	Maintenance of Campus Streets and Specified Greens (Area-II) as mentioned under tender clause 2.2	item2	150,000.00		0.00	0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only							

Note: Bidders are instructed to provide the basic cost per square meter per month without GST in the BoQ (Column No.5).

(ON THE LETTERHEAD OF THE FIRM)

**DECLARATION
(TENDER ACCEPTANCE LETTER)**

I son/daughter/wife of Shri Director / Partner / Proprietor / Authorized signatory of the Company / Firm / Agencyis competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

I have carefully read and understood that I shall abide to the decisions taken by the authorities of NIT Rourkela at all stages of the bid.

The information/documents furnished for this tender are authentic to the best of my knowledge and belief.

I / We/ are aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my / our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date:
Place:

Signature of Authorized person

Full Name:
Designation:
Seal

(ON THE LETTERHEAD OF THE FIRM)
SELF DECLARATION – NON-BLACKLISTING

To,
The Registrar,
National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Tender for providing Lawn and Garden services at NIT Rourkela.

Dear Sir,

I / We, Proprietor / Partner(s) / Director(s) of M/s., hereby declare that the Firm / Company namely M/s has not been blacklisted or debarred / no Police Case or Vigilance inquiry pending or ever been punished by any Hon'ble Court / no due towards Income Tax declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period as on the date by NIT Rourkela or any other Govt. Organization / PSU / Central Autonomous Body from taking part in tenders.

We further declare that presently our Firm / Company M/sis not blacklisted or debarred and not declared ineligible for any reason by any State / Central Government / PSU / Autonomous Body on the date of bid submission including violation of relevant Labour Laws.

If this declaration is found to be incorrect then without prejudice to any other action than may be taken, our Performance Security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Date:

Place:

Signature of Authorized person
Name
Designation with agency seal

PERFORMANCE REPORT***(ON THE LETTERHEAD OF THE ISSUING ORGANIZATION)***

Performance report/experience certificates form for the completed and in progress during the last 5 years (attach copies of work order/agreement – Please use different sheets for different organization and may be followed as per requirement).

1	Name of the Firm/Agency	
2	Name of the work / Project & Location	
3	Nature of Work	
4	Agreement No. / Work Order No. (Please enclose copy of the work order with Authorized Signatory)	
5	Tendered Cost	
6	Value of work done	
7	Tenure of the contract from: _____	To: _____
8	Date of Commencement	
9	Date of Completion (Please mention “under progress/continuing” if not completed)	
10	Performance report based on quality of Lawn and Garden services	Excellent / Good / Satisfactory / Bad / Very Bad (Please select Any one)

Note: Bidder must submit the performance report on the above format.

Date:

Head of the Department or
Equivalent with seal & signature

Experience
(As per tender Clause No. 3.5 (3))

Bidder's Experience details during the last three Financial years				
Financial Year	Name of the work	Purchase Order No. & Date (Copy of the Lawn and Garden Work Orders to be attached)	Date of successfully completion of Work (copy of report from client to be attached) In case of ongoing projects/works please mention continuing and enclose the experience certificates	Contact Details of Client
2018-19				
2019-20				
2020-21				
2021-22				
2022-23				

Date:
Place:

Signature of Authorized person
Designation with agency seal

ANNEXURE – VIII

Annual Turnover
(As per tender Clause No. 3.5 (2))

Bidder's Annual Turnover details for the last Three Financial years			
Financial Year	Turnover in Rs.	Remarks	Please submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) etc. for the last three financial years. All financial documents submitted must be duly certified by the Chartered Accountant with this Annexure.
2020-21			
2021-22			
2022-23			

Date:
Place:

Signature of Authorized person
Designation with agency seal

COMPANY DETAILS

Name of the bidder		
Date of Incorporation / Registration details		
PAN Number		
GST Registration Number		
Bidder's Bidding Capacity for the tendered items (As a Manufacturer/Trader/ dealer/channel partner/system integrator/Service provider etc.)		
Bank Details	Account Number	
	IFS Code	
	Bank Name	
	Branch Name	
Registered Office Address		
Authorized Signatory Details (Company/Firm Authorization by the competent authority, to be attached)	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Date:

Place:

**Signature of Authorized person
Designation with agency seal**

(ON THE LETTERHEAD OF THE FIRM)
BID SECURITY DECLARATION

To,
The Registrar,
National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Tender for providing Lawn and Garden services at NIT Rourkela.

Dear Sir,

We, the undersigned declare that

1. We understood that, according to the tender conditions, bids must be supported by a Bid Security Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Institute for the period of 3 years or as per decided by the NIT Rourkela starting from the bid closing date, if we are in breach of our obligation(s) under the bid conditions, because we;
 - a. have withdrawn our bid during the period of bid validity specified in the letter of bid; or
 - b. having been notified of the acceptance of our bid by the institute during the period of bid validity, (i) fail or refuse to execute the contract, or (ii) fail or refuse to furnish the performance security, in accordance with the tender conditions.

Date:

Place:

Signature of Authorized person
Name
Designation with agency seal