Indian Institute of Technology Palakkad
भारतीय प्रौद्योगिकी संस्थान पालक्काड
Nurturing Minds For a Better World

IIT PALAKKAD

NOTICE INVITING E-TENDER (NIT)

S. No.	Events	Date and Time
1.	Notice Inviting BID (NIT) No.	**17/IITPKD/EWD/2026-27/357**
2.	Name of work	ANNUAL MAINTENANCE OF HORTICULTURE WORKS AT IIT PALAKKAD DURING THE YEAR 2026-27
3.	Date of Publication	16-11-2026
4.	Date/Time of closing	07-12-2026, 11:00 hrs
5.	Opening of Technical cum Eligibility Bids	07-12-2026, 11:30 hrs
6.	Estimate Cost put to Tender	Rs. 57,93,372
7.	Earnest Money Deposit (EMD)	Rs.1,15,867/-

Engineering works Division
Indian Institute of Technology Palakkad
Kanjikode West, Palakkad – 678 623
Phone: 0491 209 2153, Email: ewd@iitpkd.ac.in

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Indian Institute of Technology Palakkad (hereinafter called "IITPKD") invites ONLINE percentage rate Bids (Cover-1: Eligibility cum technical Bid, Cover-2: Financial Bid) from **approved and eligible contractors who satisfy the eligibility criteria for the following work.** Interested bidders may submit their bids ONLINE at https://mhrd.ewizard.in

Name of Work	ANNUAL MAINTENANCE OF HORTICULTURE WORKS AT IIT PALAKKAD DURING THE YEAR 2026-27
Estimate Cost put to Tender	Rs. 57,93,372/-
Earnest Money Deposit (EMD)	Rs. 1,15,867/- (Rupees One Lakh Fifteen Thousand Eight Hundred and Sixty Seven Only) **Bids without paying the EMD in gateway of E-Wizard portal shall be DISQUALIFIED**
Period of completion	12 Months
Validity of the tender	75 days from the date of opening of eligibility bid.
Last Date for Submission of e-Tender	07-12-2026, 11:00 hrs
Date of Opening of the Eligibility document	07-12-2026, 11:30 hrs
Date of opening of the financial bid	Will be intimated later to eligible bidders through online in E- Wizard portal

DEFINITION

Officer inviting tender : Chairman (EWD)
Officer in charge of work : Assistant Engineer (Civil), EWD
Engineer in charge : Assistant Engineer (Civil), EWD
Accepting authority : Director, IIT Palakkad
Standard schedule of rate : DSR 2025, Schedule of Rates, Analysis of Rates, and Specifications (Horticulture & Landscaping) 2025.
Maximum allowable extension with late fee at the rate of 0.1% of performance security per day beyond the period of 10 days - 5 days.
No of days from the date of issue of letter of acceptance for recurring date of start: 7 days

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1. GENERAL

1.1 Indian Institute of Technology Palakkad (hereinafter called "IITPKD") invites **percentage rate tenders** under two-bid System. The bid document consists of a schedule of quantities of various items to be executed, terms and conditions of the contract, scope of work and other necessary documents can be seen and downloaded from https://mhrd.ewizard.in/

1.2 The bids will be opened by the competent authority of IIT Palakkad on behalf of the IIT Palakkad through E- wizard portal.

1.3 The bids shall be submitted online in E- Wizard Portal https://mhrd.ewizard.in/

1.4 The responsibility of submission of the bids on or before the last date shall rest with the tenderer.

1.5 Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

1.6 The bidder shall bear all costs associated with the preparation and submission of his bid and IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

1.7 IITPKD will respond to any request for clarification or modification of the Tender Document that is received up to **FIVE (05) days** prior to the deadline for submission of bids prescribed by IITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD in writing at the address mentioned. Any such clarification, together with all details on which the clarification had been sought, will be published on the E-Wizard website.

1.8 Except for any such clarification by the Institute, which is expressly stated to be an addendum/Corrigendum to the tender document issued by the Chairman, EWD, IIT Palakkad, no written or oral communication, presentation, or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.

1.9 EARNEST MONEY DEPOSIT (EMD)

i. The bidder shall furnish EMD of **Rs. 1,15,867/- (Rupees One Lakh Fifteen Thousand Eight Hundred and Sixty Seven Only)** through an online payment gateway in the E-Wizard.

ii. Bids without paying the EMD in gateway of E- Wizard portal shall be DISQUALIFIED.

iii. EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security and after signing of the contract agreement.

iv. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest by the 30th day after the award of the contract.

v. 100% EMD shall be forfeited and will be debarred for 3 years,

a. if the bidder withdraws his bid after opening of the bid during the period of validity of the tender.

b. if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

c. if the successful bidder fails to execute the Contract on specified timeline

vi. MSME firms registered in NSIC under PP policy are not exempted from payment of EMD for

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this work.

2. ADDENDUM / CORRIGENDUM IN THE TENDER DOCUMENT

2.1. At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s)/ Corrigendum

2.2. Addendum/Corrigendum will be intimated through the E- Wizard portal and the bidders shall ensure that the addendums are carried out in the bid before submission. The addendums will not be published in newspapers. Bidders should regularly visit the E-Wizard portal to keep themselves updated.

2.3. No extension in the bid due date/ time shall be considered on account of delay in submission of bid.

3. COMPOSITION OF THE TENDER DOCUMENT

3.1 The Tender Document comprises of:

Eligibility cum Technical Bid (Cover 1)

A. List of documents to be uploaded (Annexure-I)
B. Format of Performance Security (Annexure-II)
C. Letter of transmittal page (Annexure III)
D. Declaration for Non- Debarment by Organisation (Annexure IV)
E. Form of application by the contractor for seeking extension of time (Annexure V)
F. Nature of similar works completed (Form A)
G. Performance Report (Form B)
H. Schedule of Quantity (Annexure VI)
I. Drawings (Annexure VII)

Financial bid (Cover 2)

1. Schedule (Appropriate format uploaded in Cover II)

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

3.2 Eligibility Criteria

Bidders who fulfill any of the following eligibility requirements are eligible.

1. Enlisted contractors of CPWD, MES, BSNL, and Kerala State PWD of appropriate class.

OR

2. Working contractors with IITS, IISC, NITs / Central University are eligible if they have completed at least one similar work costing not less than Rs 29 Lakhs during the last five years ending the previous day of the last date of submission of bid.

OR

3. Who have satisfactorily completed the works as mentioned below during the last **FIVE YEARS ending previous day** of last date of submission of bid:
    a. Three similar works, each costing not less than amount equal to Rs.23 Lakhs

or

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b. Two similar completed works, each costing not less than amount equal to Rs 35 Lakhs

or

c. One similar completed work costing not less than amount equal to Rs. 46 Lakhs

"Cost of work" for this clause shall mean completed cost as mentioned in the final bill for horticulture maintenance services carried out under a single contract, including the cost of materials, if any, supplied by clients. However, the cost of materials issued free of cost shall not be considered for calculating the cost of work**. "Similar work"** for this clause means maintenance of **Horticulture work/ Civil maintenance work/construction work. Electrical maintenance experience will not be considered as eligible work**.

Necessary documentary proof like completion certificates in case of works carried out for Government department and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificate.

The following documents need to be uploaded in Cover 1 for proof of satisfying the above eligibility conditions.

1. Copy of valid enlistment order from CPWD, MES, BSNL, Kerala State PWD of appropriate class
2. Work order/performance report of similar works issued by the executive engineer or equivalent rank.
3. Copy of Work order / Performance report as a proof for sl. no. 2
4. In case the similar work is executed for a private body, the complete set of TDS certificate (Form 16A) shall be uploaded, which shall form the basis of establishing for completion cost of work executed.

4. LANGUAGE/FORMAT/SIGNING OF THE BID

4.1. The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and IITPKD shall be in English and the Contract shall be construed and interpreted in accordance with that language. If any of the brochures, leaflets or communication is prepared in any language other than English, a translation of such document, correspondence or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence and communications, shall bear the costs and risks of such translation.

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

5. Bids submitted in any mode other than ONLINE will be rejected outright. No prices should be included in the technical bid. Financial Bid should be filled as per the financial bid document.

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 the lowest tender.

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7. CONFORMITY OF THE TENDER DOCUMENT

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

8. PERIOD OF VALIDITY OF BIDS

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

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. OPENING AND EXAMINATION OF BIDS

10.1. The Eligibility cum technical bids (Cover 1) will be opened on the prescribed date and time as mentioned in the Bid document in ONLINE mode.

10.2. The Institute will evaluate the cover 1 for the eligibility criteria. Those bids, who satisfy the eligibility criteria will be considered for opening their financial bids. Those bids which are found to be either non-responsive, not satisfying the eligibility criteria will not be considered for opening their financial bids and will be rejected.

10.3. The date of opening of financial bid (cover 2) will be intimated later to the eligible bidders through E- wizard portal.

10.4. **Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail**.

10.5. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any such contractor refuses to submit a revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Chairman (EWD), the lowest contractors those have quoted equal amount of their tenders. In case all the lowest

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contractors those have quoted the same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

11. CLARIFICATION OF BIDS

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

12. AWARD CRITERIA

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

13. INSTITUTE RIGHT TO ACCEPT/REJECT BIDS

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

14. AWARD OF WORK/PURCHASE ORDER

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

15. CONTRACT AGREEMENT

On receipt of work Order from the Chairman (EWD), the successful bidder shall sign with the date on each page of the work order and return it to the Chairman EWD, along with the Performance Security. Copy of Work Order duly signed by the successful Bidder on each page shall constitute the Contract Agreement.

16. PERFORMANCE SECURITY

Within **10 (TEN) DAYS** of receipt of notification of award from the Chairman EWD, the successful Bidder shall furnish the performance security equal to 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). The Performance Security shall be valid all along the contract period and shall extend up to sixty (60) days after the date of completion of work accepted by the Engineer in Charge.

The performance security shall be a bank guarantee (in the format as provided in (in the format as provided in Annexure- II of the bidding documents) issued by any Scheduled Bank in India acceptable to the Purchaser or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.

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The Performance Security shall be returned to the contractor after recording the completion certificate by the Engineer in charge without any interest.

17. CONTRACT DOCUMENTS

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

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

18. AMENDMENT TO CONTRACT

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

19. CONTRACTORS RESPONSIBILITIES

The Contractor's obligations involve:

The work shall be executed as per Schedule of quantity / CPWD specifications (Horticulture & Land Scaping 2025) and as per direction of Engineer /officer in charge of IIT Palakkad.

The contractors are advised to make site visits before participating in the tender. No such escalation claims will be entertained once taken up the work for any items mentioned in the schedule of quantity.

The supplying materials related to work completion, necessary transportation permits should be taken care of by the contractor. The work to be completed by the contractor at site including loading unloading transportation, handling & rehandling and required manpower charges etc.

20. TIME ALLOWED FOR CARRYING OUT THE WORK

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

21. TAXES AND DUTIES

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

21.2 GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. The contractor shall deposit royalty and obtain necessary permits for supply of the red bajri, stone, kankar, etc. from local authorities. If

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pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

The tender submitted shall be treated as invalid if.

1. The bidder does not quote percentage above/below on the total amount of tender.
2. The percentage above/below is not quoted in figures and words both on the total amount of tender.
3. The percentage quoted above/below is different in figures and words on the total amount of tender.

GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the contractor, and the Government will not entertain any claim whatsoever in respect of the same. However, the component of GST at the time of supply of service (as provided in the CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender, including extension, if any.

22. ASSIGNMENT

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

23. GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with the laws of India.The Jurisdiction of the court shall be High Court of Kerala.

24. ACCEPTING AUTHORITY

The accepting authority - Chairman, EWD

Estimated cost of work	Rs. 57,93,372
Earnest Money	Rs. 1,15,867/-
Performance Guarantee	5% of value of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher).

25. GENERAL RULES & DIRECTIONS:

Officer inviting bid : Chairman (EWD)

Definitions:

Engineer - in - Charge : Assistant Engineer/Executive Engineer, EWD

Accepting Authority : Chairman (EWD)

Department : Engineering Works Division

i. Time allowed for submission of performance guarantee Programmed chart (time and progress) and applicable Labour licenses, registration with EPFO, ESIC and BOCW Welfare board or proof of applying thereof from the date of issue of letter of acceptance - 10 Days

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ii. Maximum allowable extension with late fee at 0.1 % per day of Performance guarantee amount beyond the period provided in (i) above - 7 Days
iii. Authority for fixing compensation : Chairman (EWD)
iv. Number of days from the date of issue of letter of acceptance for reckoning date of start: 7 days
v. Time allowed for execution of work : 12 Months
vi. Extension of time : Chairman (EWD)
vii. Shifting of date of start in case of delay in Handing over of site: Chairman (EWD)

26. MANPOWER:

The contractor should engage gardeners daily not below the age of 18 years. The Contractor should deploy adequate manpower including three semi-skilled/supervisory laborers for doing garden works such as topiary cutting, plant propagation, vegetable cultivation and supervision for executing items 1 to 5 in Annexure VI.

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GENERAL TERMS AND CONDITIONS FOR TENDER

CLAUSE 1: WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Engineer - in - Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms , inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

I. If the contractor having been given by the Engineer - in - Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

II. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer - in - Charge.

III. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer - in - Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

IV. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer - in - Charge.

V. If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

VI. If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer - in - Charge.

VII. If the contractor had secured the contract with the Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

VIII. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made

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against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

IX. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

X. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days

XI. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer - in - Charge.

XII. When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer - in - Charge on behalf of the Director, IIT Palakkad shall have powers:

   A. To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Director, IIT Palakkad.

   B. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer - in - Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer - in - Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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CLAUSE 2

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 3 : COMPUTERISED MEASUREMENT BOOK

Engineer - in - Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / respectively having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract during the said period. The proforma Computerised Measurement (soft copy) shall be submitted in triplicate through letter of transmittal to the Engineer - in - Charge giving details of number of CMBs and their number of pages by 10th day of every calendar month.

All such monthly measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer - in - Charge or his/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative

In case of CMB, if after verification by the Engineer - in - Charge and/or his/her authorized representative, any change is required, then the same shall be done by the Engineer - in - Charge and/or his/her authorized representative in CMB under the dated initials signature, name and designation of the person seeking the change in all the three copies of proforma CMB. All changes are to be finally authorized by the Engineer-in-Charge. Thereafter one copy of the corrected and authorized proforma CMB shall be sent by the Engineer - in - Charge to the contractor and another copy shall be sent by the Engineer - in - Charge to his/ her authorized representative and the third copy shall be retained by the Engineer - in - Charge in his office. The contractor shall then have to submit final CMB without any corrections to the Engineer - in - Charge who shall get it cross checked from the corrected and authorized proforma CMB.

Once the Engineer - in - Charge is satisfied that CMB is free from any corrections, modifications, over-writings, and insertions etc., he shall assign a number in continuation to the existing series of CMB of his office as per register of CMBs maintained in EWD office and intimate the assigned serial number of the CMB to the Contractor.

If the contractor fails to submit the CMB along with abstract of measurements for the work done continuously for two months, then the Engineer - in - Charge shall get the executed work measured ex-parte after giving a notice of seven working days to the contractor in writing either through site order book or any other mode of correspondence. The ex-parte measurements undertaken by the

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Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this Arbitration Clause.

CLAUSE 4: LABOUR LICENSES/EPFO, ESIC

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

CLAUSE 5: TERMS OF PAYMENT

No Advance payment will be made. Running account shall be made by the Assistant Engineer/Executive Engineer, EWD as per the Execution of items in the BOQ. Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment - Rs. 3 Lakhs

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier.

No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge, complete with account of materials issued by the Department and dismantled materials.

(a) If the Tendered value of work is up to 1 Crore: 2 months

(b) If the Tendered value of work is more than Rs 1 Crore and up to Rs. 10 Crore: 3 months.

CLAUSE 6: COMPLETION CERTIFICATE

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer - in - Charge and within thirty days of the receipt of such notice, the Engineer - in - Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off

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dirt on or before the date fixed for the completion of work, the Engineer - in - Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 7: CONTRACTOR TO KEEP SITE CLEAN

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer - in - Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer - in - Charge shall give ten days notice in writing to the contractor.

CLAUSE 8: DEVIATION/VARIATION EXTENT AND PRICING

The Engineer - in - Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer - in - Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount.

The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, be extended if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer - in - Charge.

Deviation, Extra Items and Pricing

Extra items are those which are not available in the contract.

For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates (DSR 2025 Horticulture and Landscaping) specified in tender document, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender.

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For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in the tender document shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/below worked out on the basis of overall contract amount and estimated cost of the work put to tender.

In the case of extra item(s) which are not available in the standard schedule of rates specified in tender document, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer - in - Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer - in - Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer - in - Charge shall be final and binding on the contractor and shall not be arbitrable.

8.1. Deviation, Deviated Quantities, Pricing

All the deviated quantities shall be paid at agreement rates.

CLAUSE 9: FORECLOSURE OF CONTRACT DUE TO ADANDONMENT OR REDUCTION IN SCOPE OF WORK.

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer - in - Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision 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.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer - in - Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer - in - Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

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(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.
The contractor shall, if required by the Engineer - in - Charge furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.
The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer - in - Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.
In the event of action being taken under Clause 9 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer - in - Charge may return the previous Performance Guarantee.

CLAUSE 10: CARRYING OUT WORK AT RISK & COST OF CONTRACTOR.

If contractor:
(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer - in - Charge; or
(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer - in - Charge
(iii) The Engineer - in - Charge without invoking action under clause 1, may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :
(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

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(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer - in - Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer - in - Charge as to the value of work done shall be final and conclusive against the contractor provided that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer - in - Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Chairman EWD, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 11: DISPUTE REDRESSAL COMMITTEE

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

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CLAUSE 12: SETTLEMENT OF DISPUTES BY CONCILIATION AND ARBITRATION

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

12.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator Chairman EWD,, as applicable) in the proforma prescribed in Annexure mentioned in tender document, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to hi such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign

a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

12.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Annexure, under intimation to the other party, to the Director (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in tender document, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause above.

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In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as sole.

Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.

Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.

Place of Arbitration: The place of arbitration shall preferably be as mentioned in Palakkad.

Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

Clause 13 : LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

No labour below the age of eighteen years shall be employed on the work.

13.1 Payment of Wages

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance

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of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936,

(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

13.2 Contribution of EPF and ESI

The ESI and EPF contributions on the part of the employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

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ANNEXURE - I

LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITH IN THE PERIOD OF BID SUBMISSION

1. Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.
2. GST registration Certificate of the Kerala State if already obtained by the bidder.
3. If the bidder has not obtained GST registration of Kerala State as required by GST Authorities, then in such a case the bidder shall scan and upload the following undertaking along with other bid documents.
   "If work is awarded to me, I/We shall obtain GST registration certificate of the Kerala State, within one month from the date of receipt of award letter or before release of any payment by IITPKD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by IITPKD or GST Department in this regard".
4. Letter of Transmittal.
5. Digitally signed tender documents should be uploaded in Cover One.
6. Has the firm ever been debarred/blacklisted by any Govt. Organization/Dept.? If 'yes' the details thereof (Please upload supporting document). Is any person working with the applicant a near relative of the Employees of IIT Palakkad? If yes, give details (Separate declaration to be uploaded along with tender document in Annexure IV).

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ANNEXURE-II

FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND

In consideration of the Indian Institute of Technology Palakkad (hereinafter called "IIT Palakkad") having offered to accept the terms and conditions of the proposed agreement between……and……. (hereinafter called "the said contractors") for the work ……(hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs……(Rupees……only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We…… (Hereinafter referred to as "the

   (Indicate the name of the Bank)

   Bank") hereby undertake to pay to the IIT Palakkad an amount not exceeding Rs…… (Rupees……only) on demand by the IIT Palakkad.
2. We ……(Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the IIT Palakkad stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractors. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……. (Rupees……. ……only).
3. We, the said Bank further undertake to pay to the IIT Palakkad any money so demanded notwithstanding any dispute or disputes raised by the contractors in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors shall have no claim against us for making such payment.
4. We……(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIT Palakkad under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractors and accordingly discharges this guarantee.
5. We ……(Indicate the name of the Bank) further agree with the Government that the IIT Palakkad shall have the fullest liberty without our consent and

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without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractors and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We ……. ……. (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to_____ unless extended on demand by IIT Palakkad. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs._____ (Rupees_____only) and unless a claim in writing is lodged with within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____day of _____for

(Indicate the name of Bank).

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ANNEXURE III

LETTER OF TRANSMITTAL

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

To Tender no. 17/ ITPKD/EWD/2026-27/357

The Chairman, EWD
IIT Palakkad

Sir,

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

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

Name of work	Certificate from

5. I / We certify that the tender documents uploaded is the exact replica of the document published by the IITPKD and no alterations and additions have been made by me/us in the e- tender document.

6. I am / We are aware that the Financial bid submitted by me/us will not be opened if I/We do not become eligible after evaluation of my/our application for eligibility.

7. 1 / We certify that the proof of payment of EMD in the E-wizard portal and uploaded while submitting the e- Wizard.

8. I / we agree that the eligibility criteria submissions will become part of the contract.

Seal of the Applicant

Date of submission Signature(s) of the applicants

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ANNEXURE - IV

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

We hereby confirm and declare that we, M/s ----------, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services

For ----------

Authorized Signatory

Date:

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ANNEXURE V

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Date of commencement of work as per agreement
5. Period allowed for completion of work as per agreement
6. Date of completion stipulated in agreement
7. Reasons for which extension have been previously given (copies of the previous applications should be attached)
8. Period for which extension if applied for
9. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last is to be Submitted to the Authority

Submitted to the Engineer-in-charge

Signature of Contractor Dated .....

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FORM'A'

(To be duly filled, signed, scanned and uploaded along with e-Envelope1 by the tenderer)
DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID:

SL No	Name of work/project & Location	Agreement No Scope of work*	Owner or Sponsoring organizations	Cost of work in Crores as per contract	Date of Commencement	Stipulated Date of completion	Actual date Of completion	Litigation/ Arbitration pending /In progress with details **	Name and Remarks address/ Tel No of Officer to whom reference may be made
1	2	3	4	5	6	7	8	9	10

Signature of Applicant(s)

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

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FORM- B

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

PERFORMANCE REPORT FOR WORKS REFERRED TO IN FORM- A

I. Name of the work/project & location.

1. Scope of work.
2. Area of Landscape
3. The garden area actually maintained by the contractor
4. Agreement No.
1. Estimated Cost
2. Tendered Cost
3. Value of work done
4. Date of Start
5. Date of completion
6. Amount of compensation levied for deficiency in services if any.
7. Performance report based on Quality of Work,
8. Time Management,

and Resourcefulness : Very Good /Good /Fair / Poor

DATE:

EXECUTIVE ENGINEER/PROJECT MANAGER OR EQUIVALENT

*Certificate shall be submitted separately for each work

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ANNEXURE VI

NAME OF WORK: ANNUAL MAINTENANCE OF HORTICULTURE WORKS AT IIT PALAKKAD DURING THE YEAR 2026-27

Item .No.	Description of item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, hedge, flower beds, foliage, creepers etc. including hoeing, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required), top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by officer-in-charge (**Note:** Cost of manure will be paid by the department under item no.8. The rate includes the cost of providing lawn mower and brush cutter with fuel & other T & P material/articles). (**Note:** The rate per month shall be 1/12 of the rate quoted). The work needs to be carried out in the locations in Nila and Sahyadri campus of IIT Palakkad as attached in the Annexure VI A and VI B of the tender.				
1.1	Office accommodation.	24,504	Per sqm/ per year	59.4	1455537.6
1.2	Open Spaces.	14,251	Per sqm/ per year	24.6	350574.6
2	Maintenance of Kitchen garden including preparation of beds manuring/ fertigation weeding, hoeing, watering planting of vegitable seeds including spraying of insecticide and pesticide and Harvesting. (Cost of manure will be provided by institute under item no.8) The rate includes the rate for providing other T & P material/articles. and as per direction of officer-in charge. The work needs to be carried out in the location attached in the Annexure VI C of the tender. (**Note:** The rate per month shall be 1/12 of the rate quoted).	450	Per sqm/ per year	327	147150

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3	Complete maintenance of trees (out side garden features) jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc. (excluding the cost of material which shall be supplied by the department and other T & P material/articles shall be provided by the contractor) as per direction of officer-in-charge(For 250 trees, List of trees with respective location is attached in Annexure VI D).(trees which are within the lawn are included in item No. 1 and will not be measured under this item)				
3.1	Trees for 250 Nos. / (upto 3 years of age)	250	Per Plant/ Per year	1178.40	294600
4	Maintenance of cement potted plants at ground floor in flats and ground floor bungalows, office complex and other building premises including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots, coloring of pots and change of location of pots and replacing with fresh plants as and when required(Materials provided by the department) as per direction of officer-in-Charge (earthen/plastic pots). The rate per month shall be 1/12 of the rate quoted.	750	Per pot/ per year	982.2	736650
5	Maintenance of potted plants displayed at multi storied office buildings, flats/bungalows including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer in charge . The rate per month shall be 1/12 of the rate quoted.	500	Per pot/ per year	1178.4	589200

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6	Hire charges for tractor with PTO Shaft water pump, 5000 liter water tanker and the trailer(3mX1.5mX0.6m) for the purpose of irrigating areas within in Nila and Sahyadri campuses and transportation of materials between two campuses for purposes of IIT Palakkad. (This is inclusive of expenses for the driver cum pump operator, fuel and all other expenses)	180	each day	4012	722160
7	Supply of manpower within Nila and Sahyadri campuses, for watering, transportation and shifting of materials within campus using tractor trailer, cutting and removal of trees, tree branches and other vegetation within or outside campus posing threat to institute structures and transporting the debris using tractor to locations instructed by the officer in charge. The labour shall be deployed as per the requirement/as instructed by engineer-in-charge.	1500	each day	845	1267500
8	Supply of materials for the maintenance of lawns, ground covers, hedges and plants. The rate is inclusive of transportation charges and applicable GST etc. and remains fixed for the contract period.				
8.1	Farm Yard Manure/Dried Cattle Cow Dung (Organic manure)	6000	Kg	5	30000
8.2	Bone meal (Organic manure)	1000	Kg	100	100000
8.3	Cocopeat (Organic manure)	1000	Kg	100	100000
	Grand Total (Including taxes and all other charges)				**5793372**

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ANNEXURE VI A

List of areas under office accommodation category mentioned in item No. 1.1				
Sl.No.	**Area of Garden Maintenance**	**Unit**	**Area**	**Drawing No.**
1	Main Entry (LHS)	Sqm	300	1
2	Main Gate to Kaapi (RHS)	Sqm	450	2
3	Agora (Auditorium)	Sqm	1140	3
4	Samgatha	Sqm	905	4
5	Manogatha	Sqm	550	5
6	Bageshri	Sqm	486	6
7	Kaapi premises	Sqm	190	7
8	Brindavani Road	Sqm	460	8
9	Nila canteen	Sqm	250	9
10	Hilltop Garden	Sqm	760	12
11	Director's Bungalow	Sqm	2362	15
12	Dr. APJ Abdul Kalam Block	Sqm	1204	16
13	Varghese Kurian block-CO6	Sqm	248	22
14	Saraswati block, Malhar, Saveri and Kedaram	Sqm	14415	23,24,25,26
15	Tilang 1 and 2-indoor courtyard	sqm	784	13
	Total Area		**24,504**	

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ANNEXURE VI B

List of garden areas under open spaces category mentioned in item No.1.2				
Sl.no	**Area of Garden Maintenance**	**Unit**	**Area**	**Drawing No**
1	Alumni Park	Sqm	441	40
2	Alumni park extension	sqm	250	41
3	Nila Mango orchard	sqm	560	14
4	Nila and Sahyadri Nursery unit	Sqm	1,000	38, 39
5	Tree and turf	sqm	12,000	21
	Total Area		**14,251**	

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ANNEXURE VI C

Areas under kitchen garden mentioned in item No.2				
Sl.no	**Area of Garden Maintenance**	**Unit**	**Area**	**Drawing No**
1	Kitchen garden- Director's bungalow	sqm	450	15

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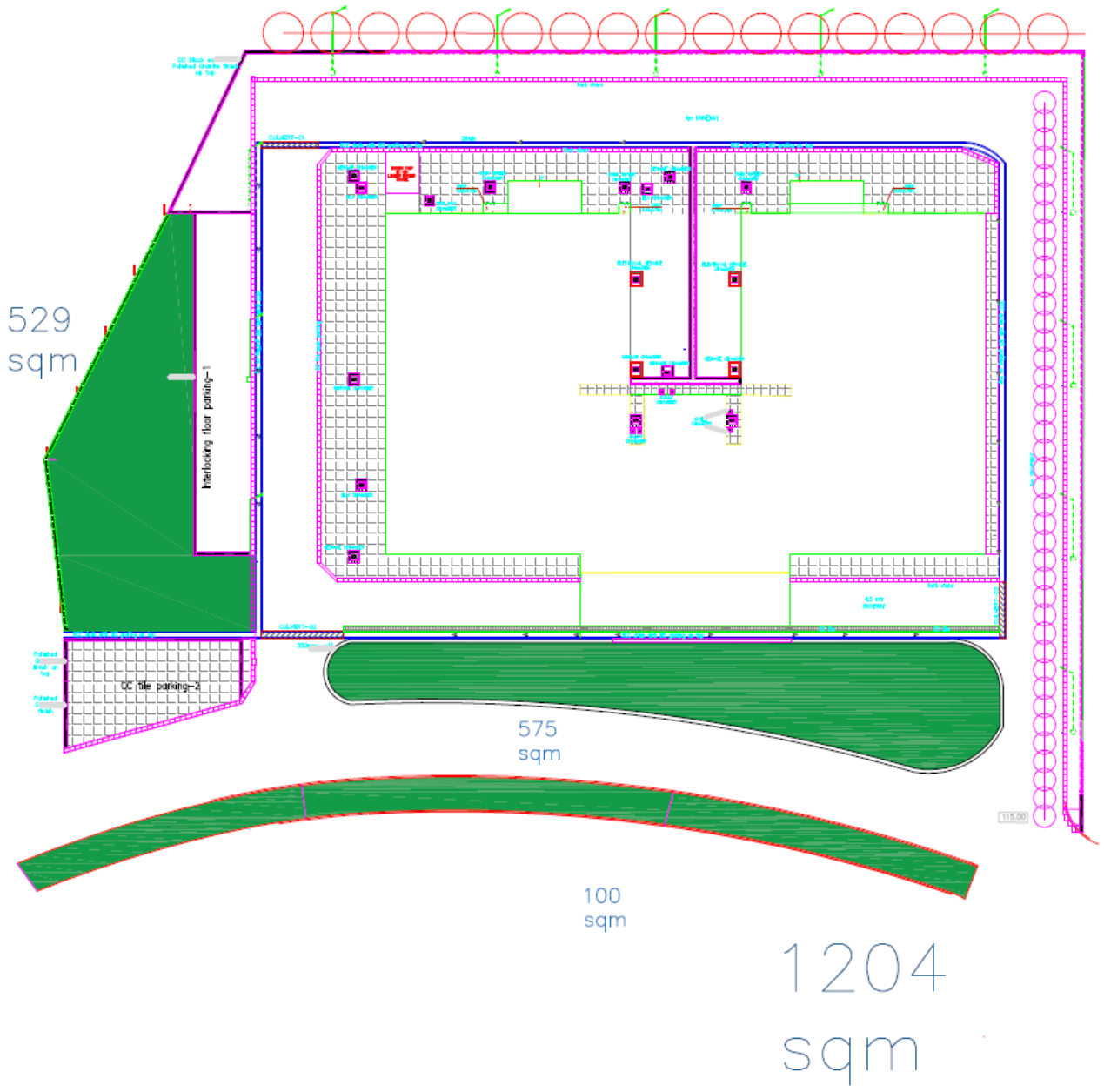
ANNEXURE VI D

List of Trees under item no. 3.1				
Sl. No.	**Location**	**Species**	**Species wise number**	**Plantation period**
1	Mango orchard, Sahyadri campus.	Mangifera indica	75	2026 June
2	Waterbody 1 and 2.	Roystonia regia	105	2026 September
3	C06 front area trees	Delonix regia	28	2026-July
		Ficus religiosa	16	2026-July
		Ficus racemosa	26	2026-July
	Grand Total		**250**	

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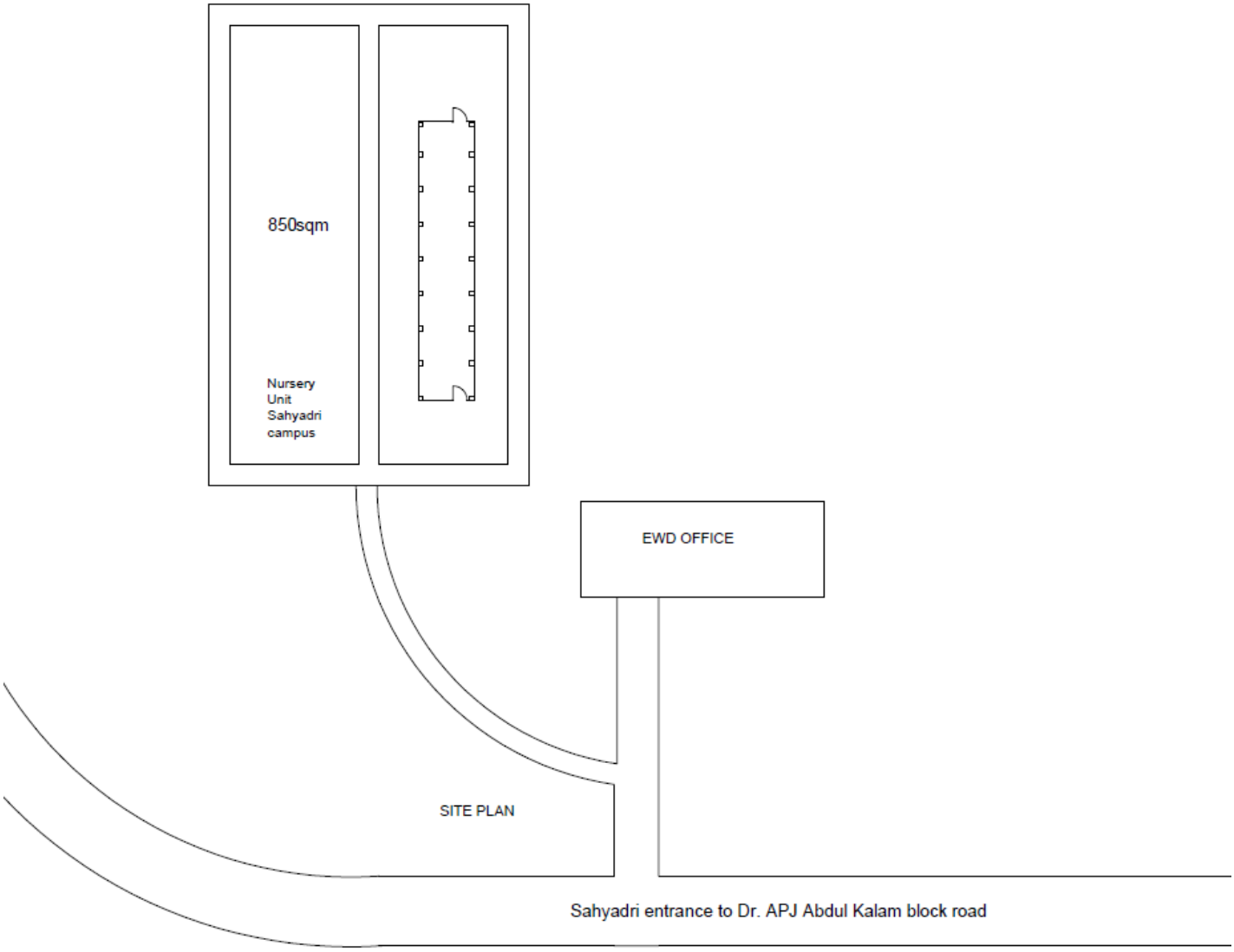
ANNEXURE VII

DRAWINGS



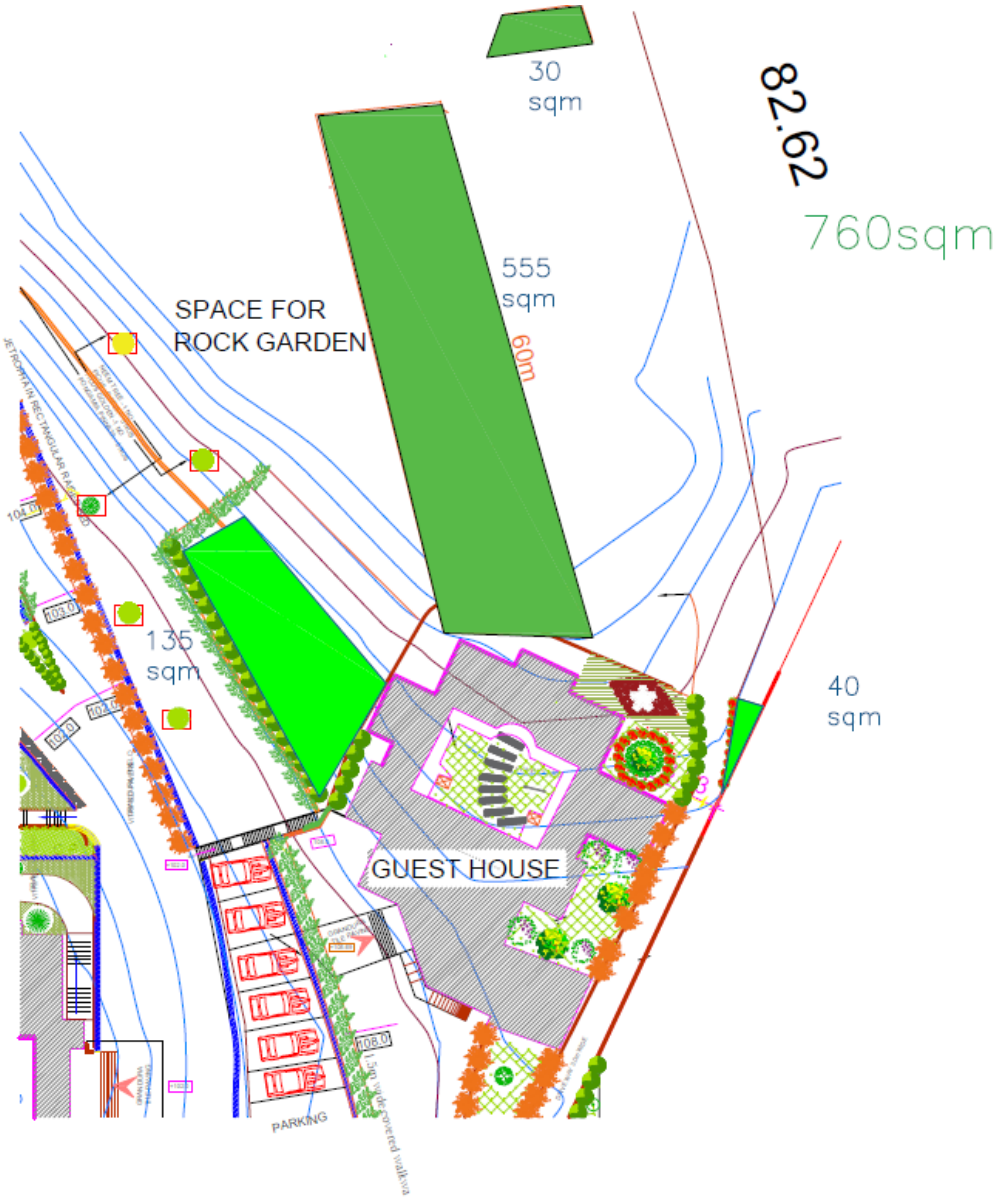
Dr APJ Abdul Kalam Block

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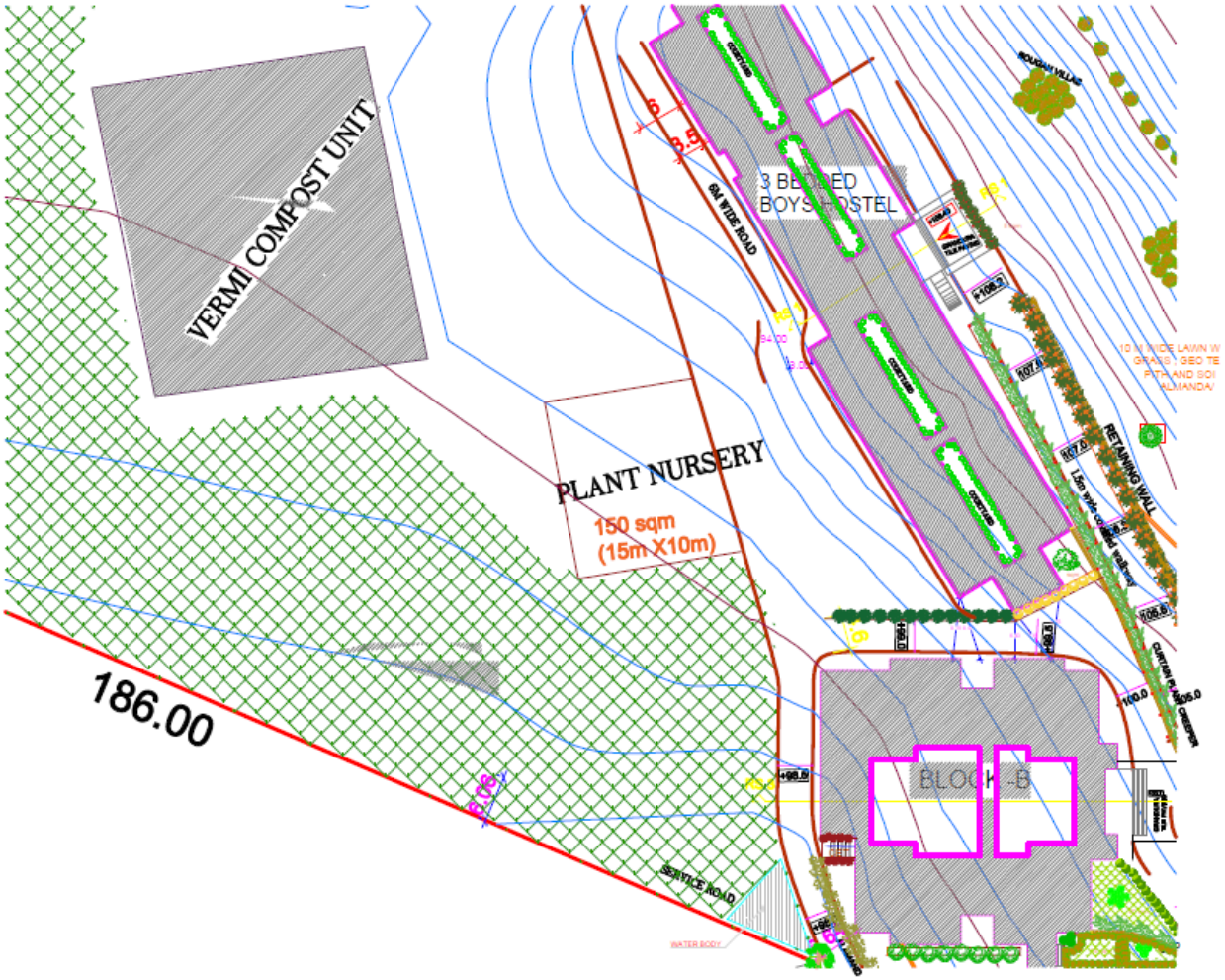
Nursery Unit Sahyadri

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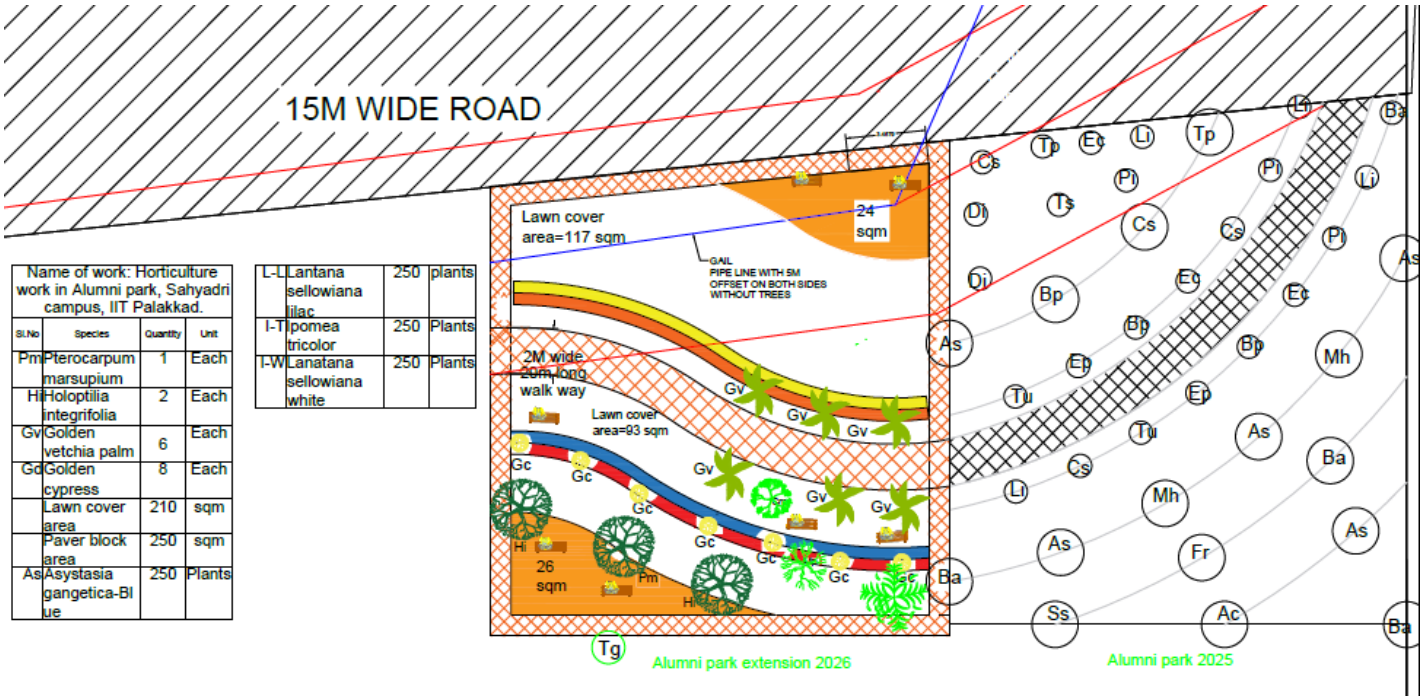
Hilltop

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Nila Nursery Unit

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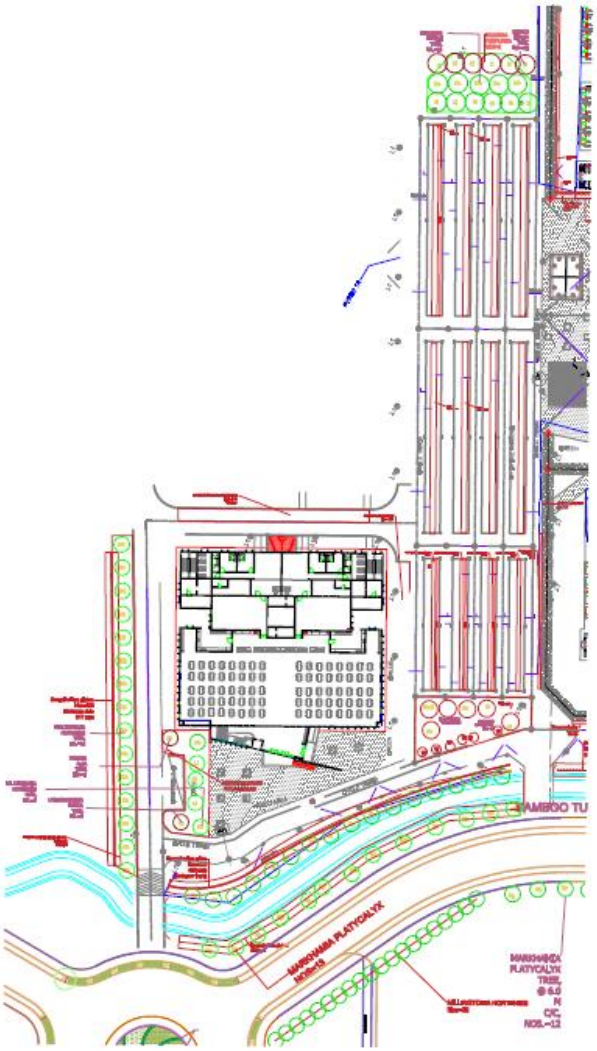


Name of work: Horticulture work in Alumni park, Sahyadri campus, IIT Palakkad.			
Sl.No	Species	Quantity	Unit
Pm	Pterocarpum marsupium	1	Each
Hi	Holoptilia integrifolia	2	Each
Gv	Golden vetchia palm	6	Each
Gc	Golden cypress	8	Each
	Lawn cover area	210	sqm
	Paver block area	250	sqm
As	Asystasia gangetica-Blue	250	Plants

L-L	Lantana sellowiana lilac	250	plants
I-T	Ipomea tricolor	250	Plants
I-W	Lanatana sellowiana white	250	Plants

Alumni Park Extension

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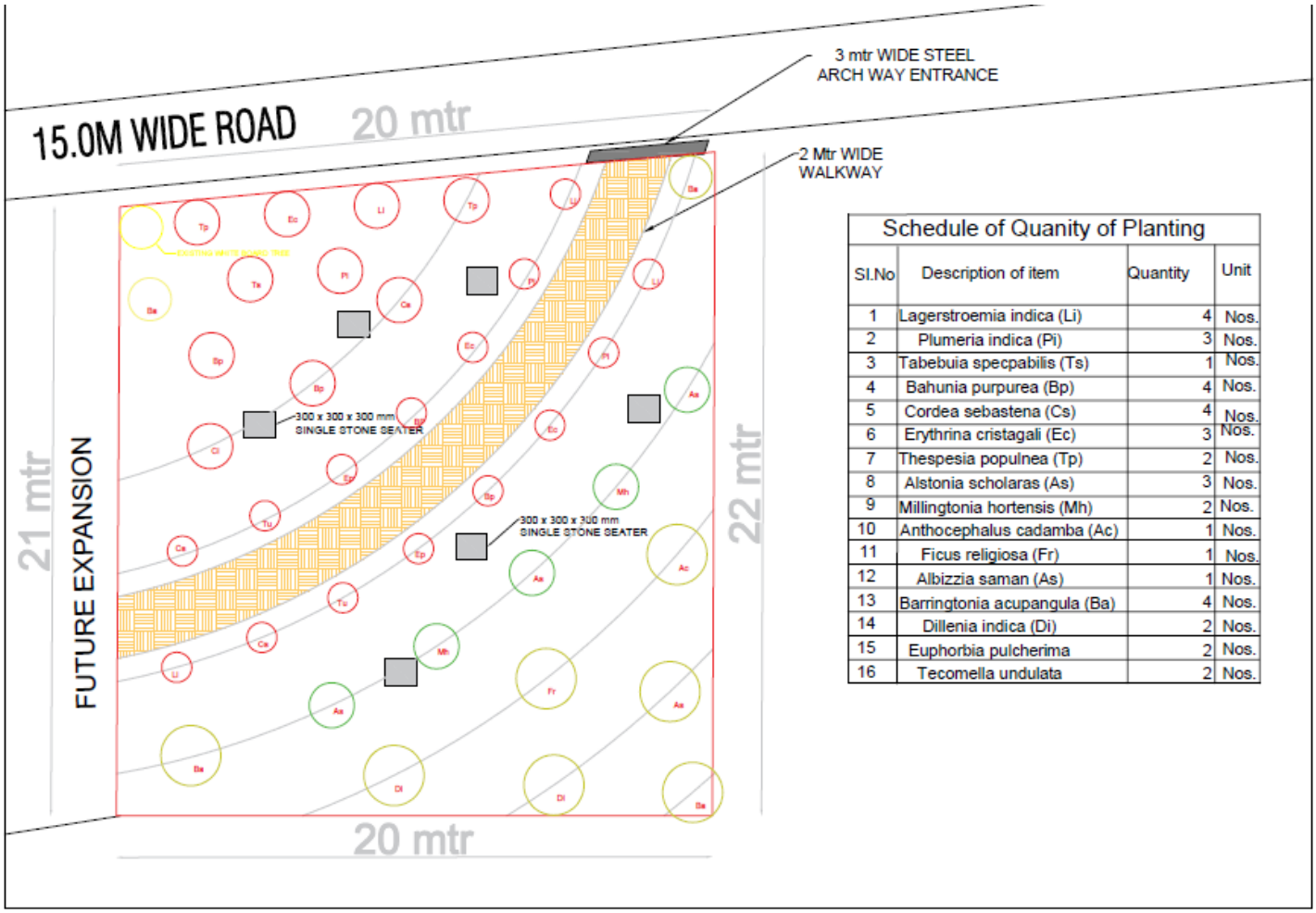
Kedaram Block

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Tilang 1 & 2

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Schedule of Quanity of Planting

Sl.No	Description of item	Quantity	Unit
1	Lagerstroemia indica (Li)	4	Nos.
2	Plumeria indica (Pi)	3	Nos.
3	Tabebuia specpabilis (Ts)	1	Nos.
4	Bahunia purpurea (Bp)	4	Nos.
5	Cordea sebastena (Cs)	4	Nos.
6	Erythrina cristagali (Ec)	3	Nos.
7	Thespesia populnea (Tp)	2	Nos.
8	Alstonia scholaras (As)	3	Nos.
9	Millingtonia hortensis (Mh)	2	Nos.
10	Anthocephalus cadamba (Ac)	1	Nos.
11	Ficus religiosa (Fr)	1	Nos.
12	Albizzia saman (As)	1	Nos.
13	Barringtonia acupangula (Ba)	4	Nos.
14	Dillenia indica (Di)	2	Nos.
15	Euphorbia pulcherima	2	Nos.
16	Tecomella undulata	2	Nos.

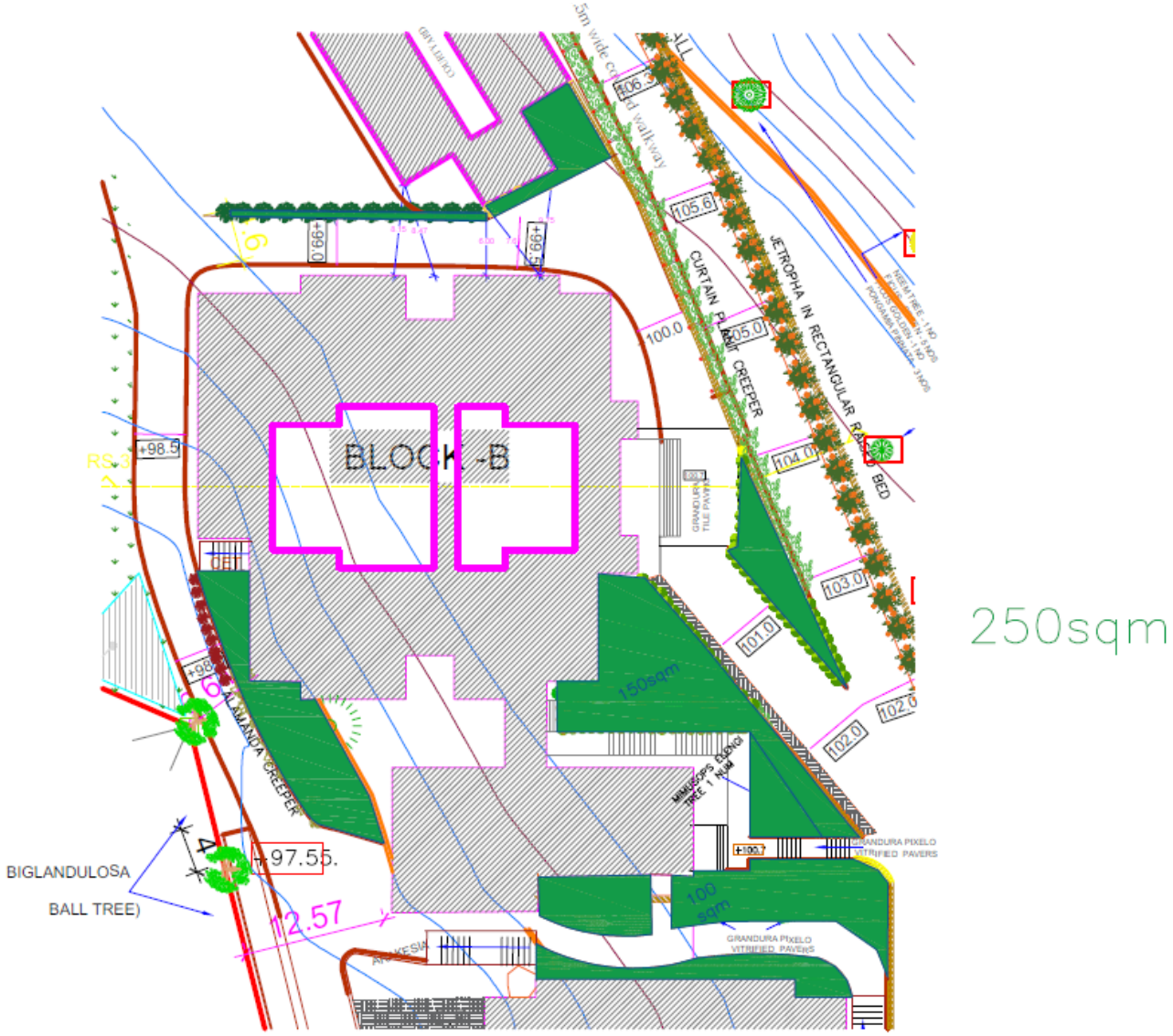
Alumni Park

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Director Bungalow

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Nila Canteen

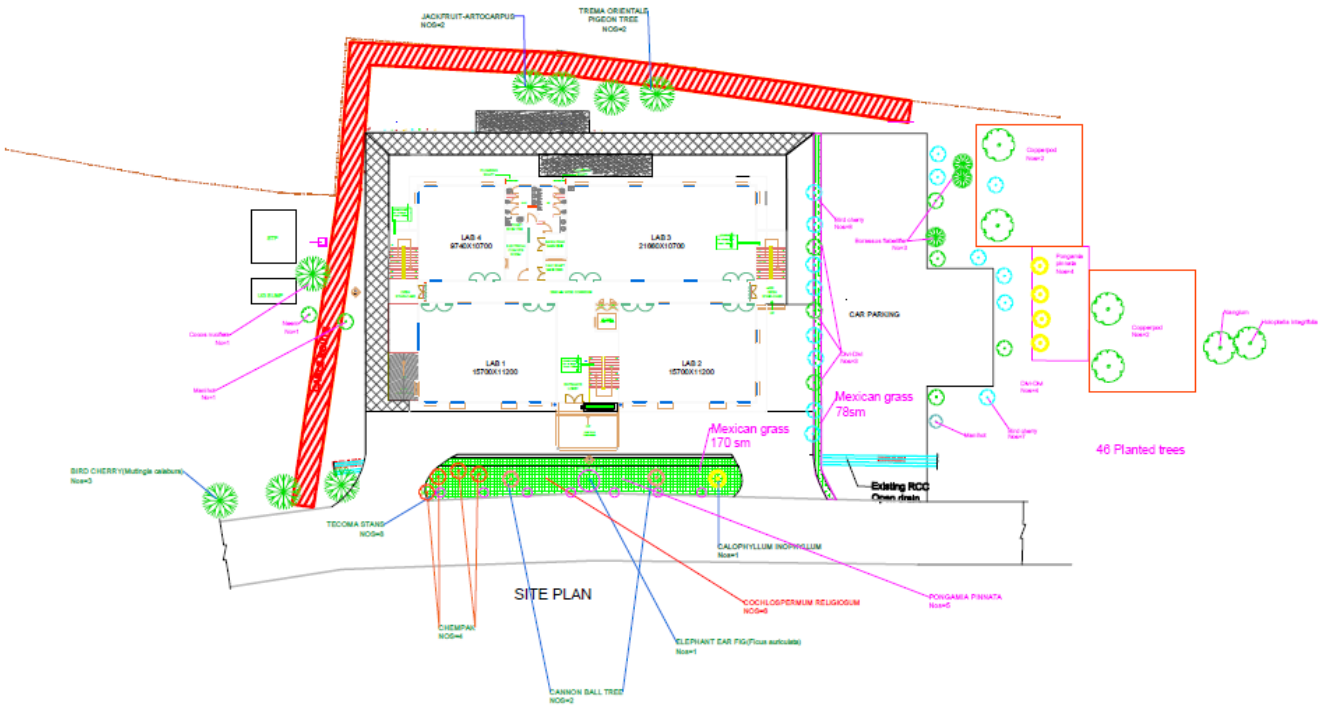
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Mango orchard

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CO6
garden and landscape area



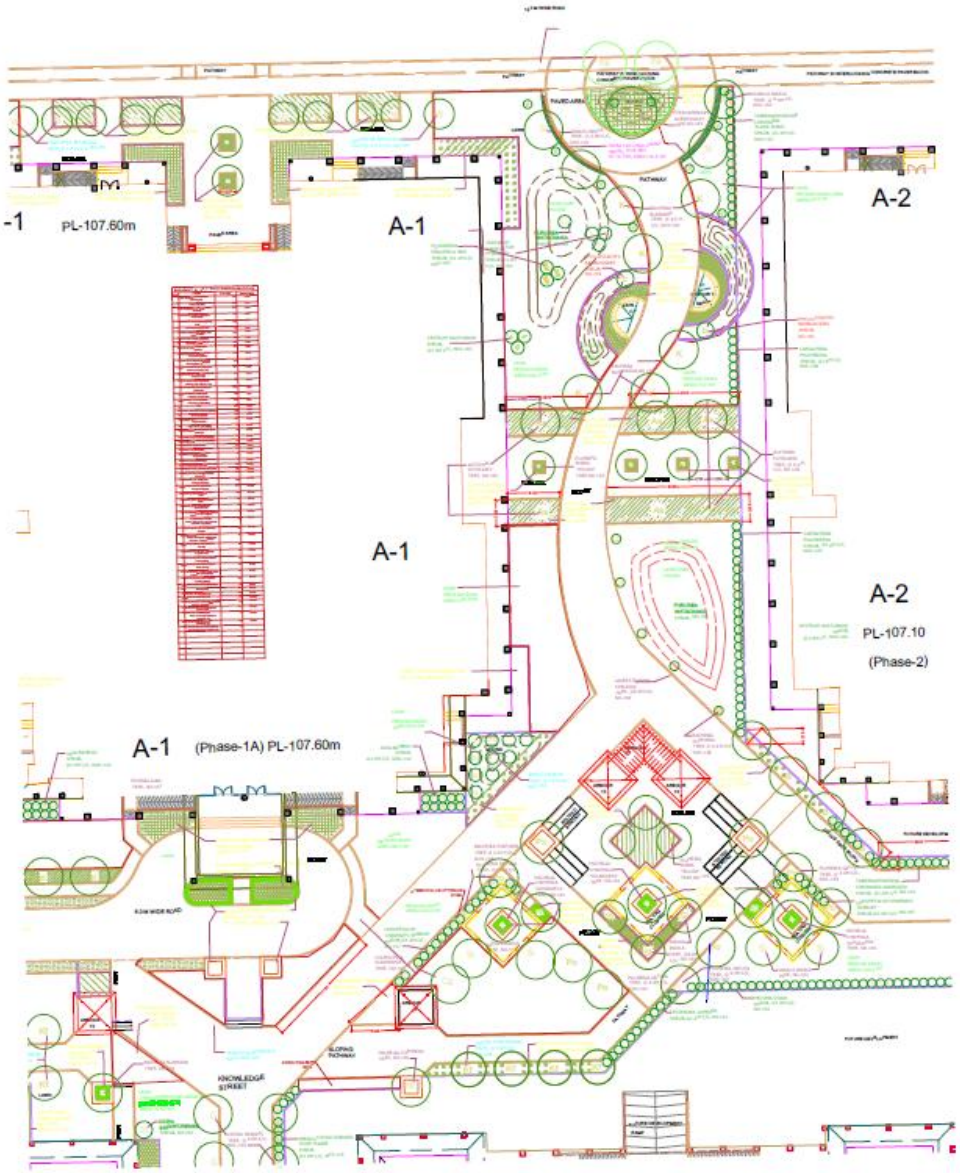
Verghese Kurien Block - C06

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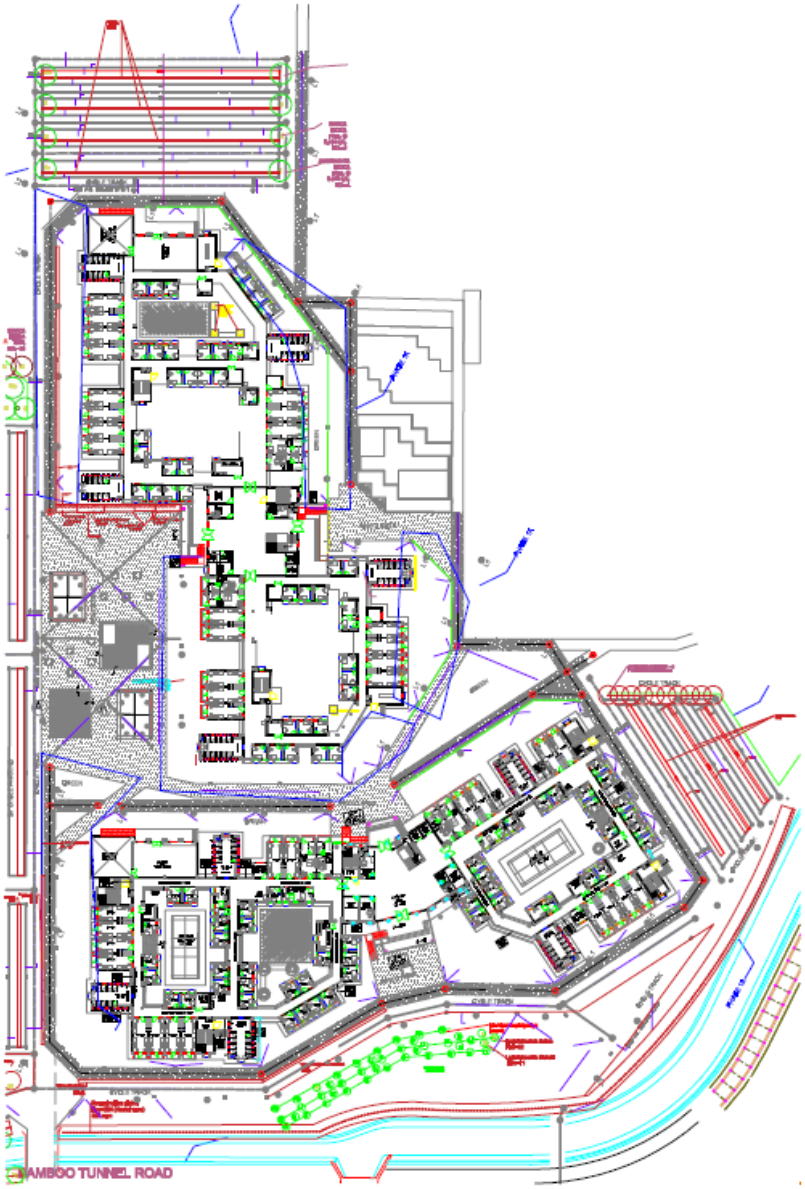
Saraswati Parking

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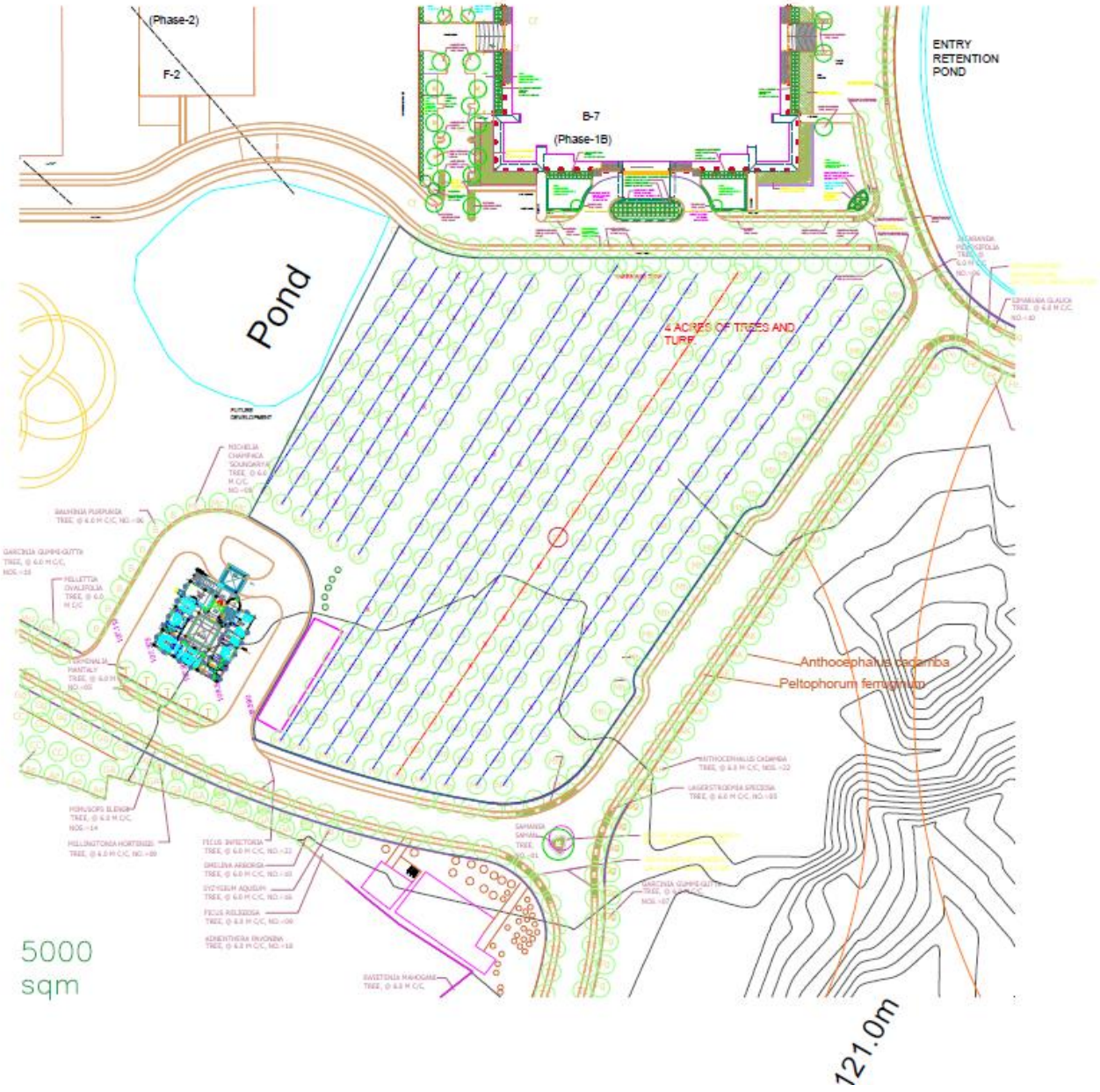
Saraswati RHS

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Hostel Block - Malhar and Saveri

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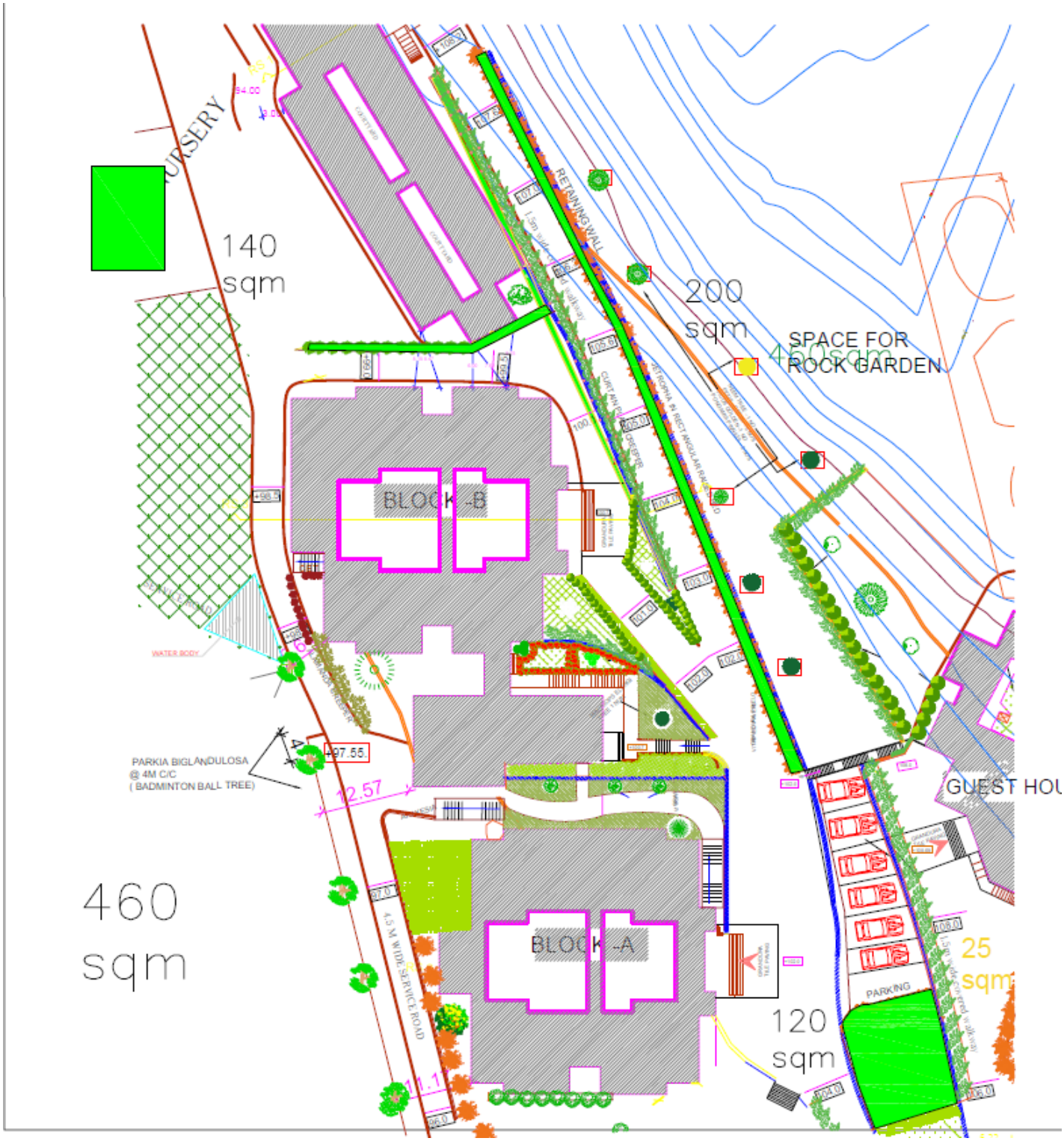
Tree and Turf

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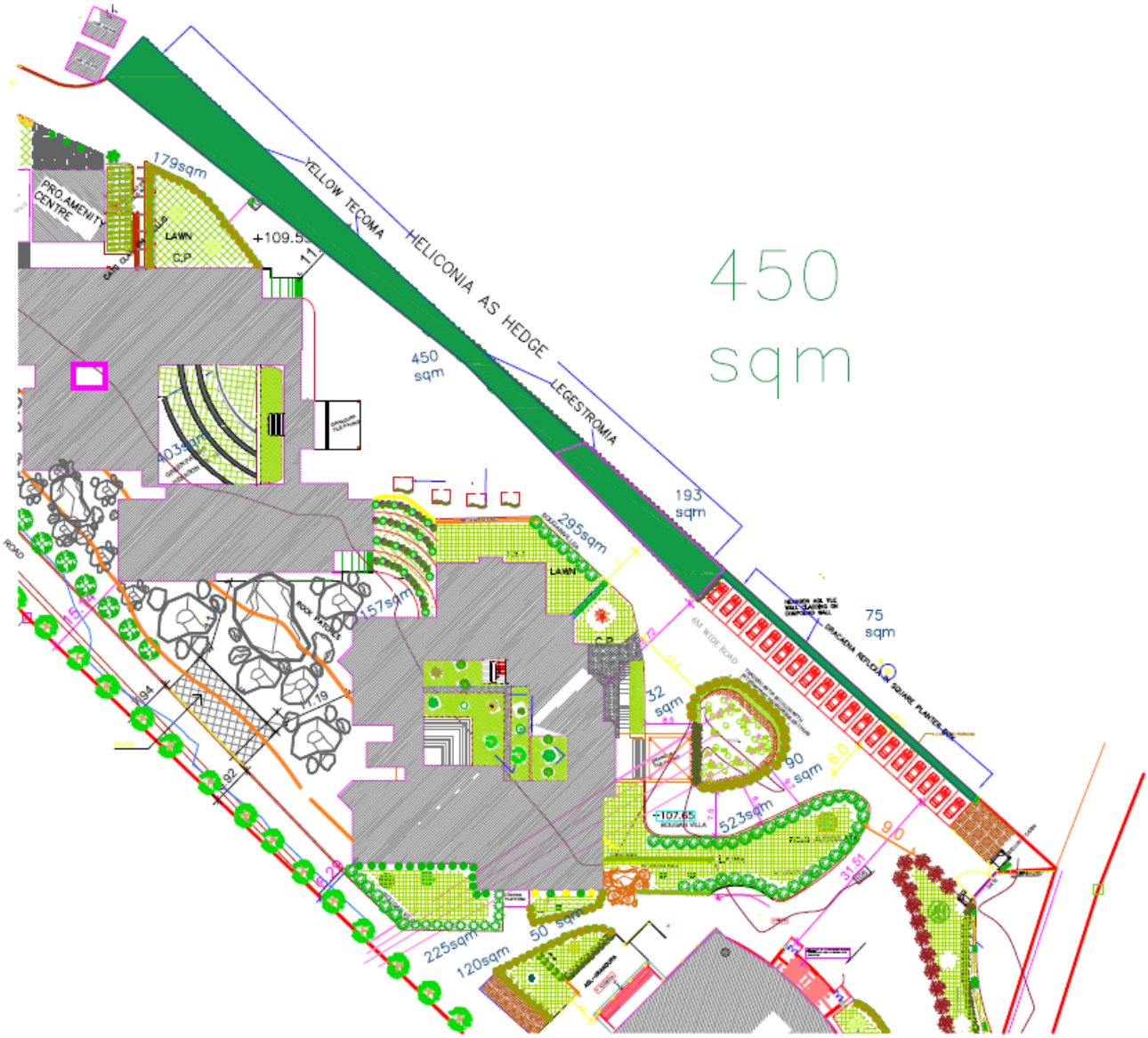
Kaapi

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Brindavani

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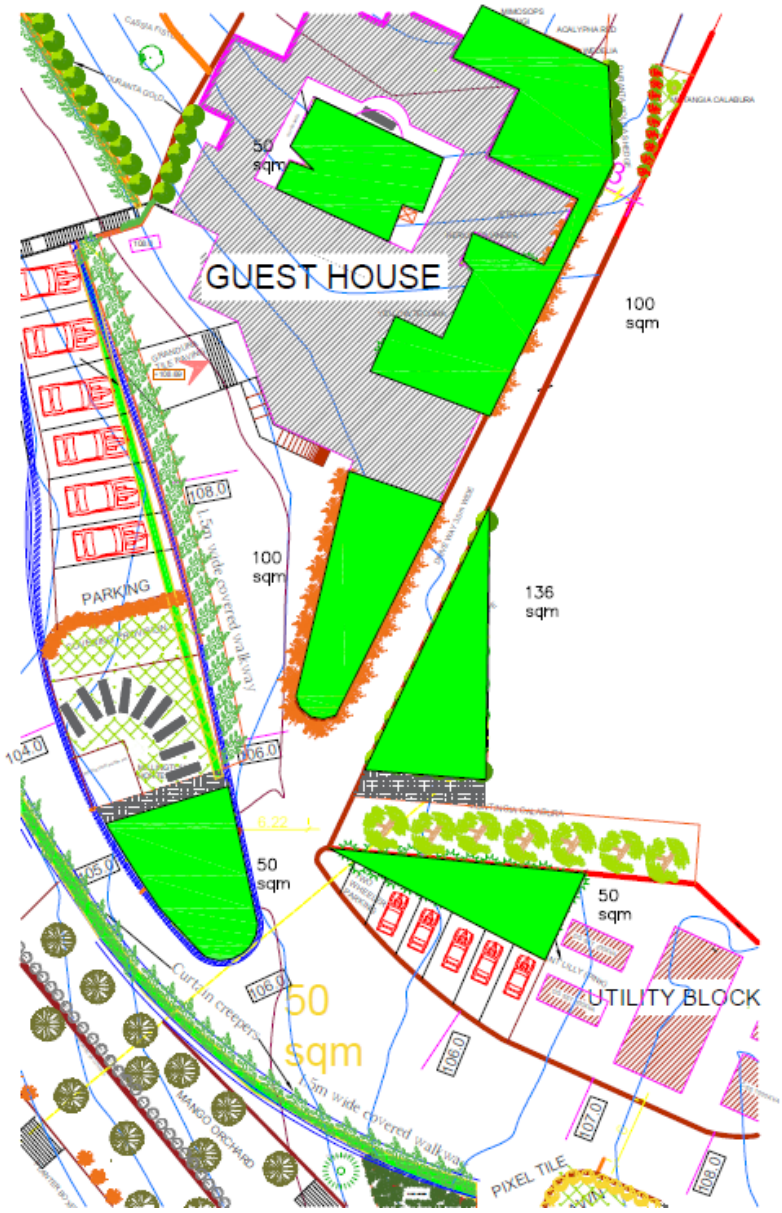
Main gate to Kaapi

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Agora Auditorium

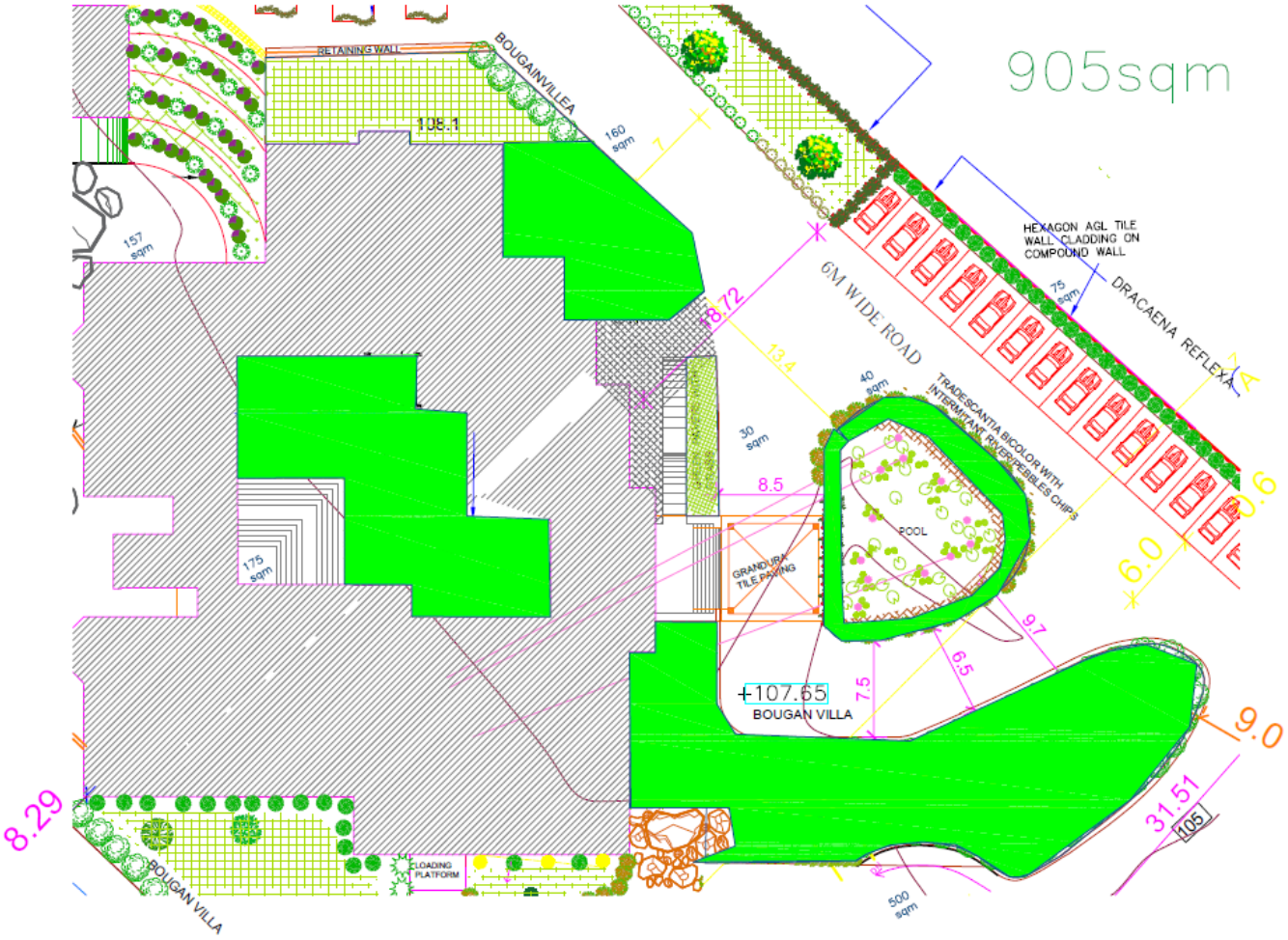
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486sqm

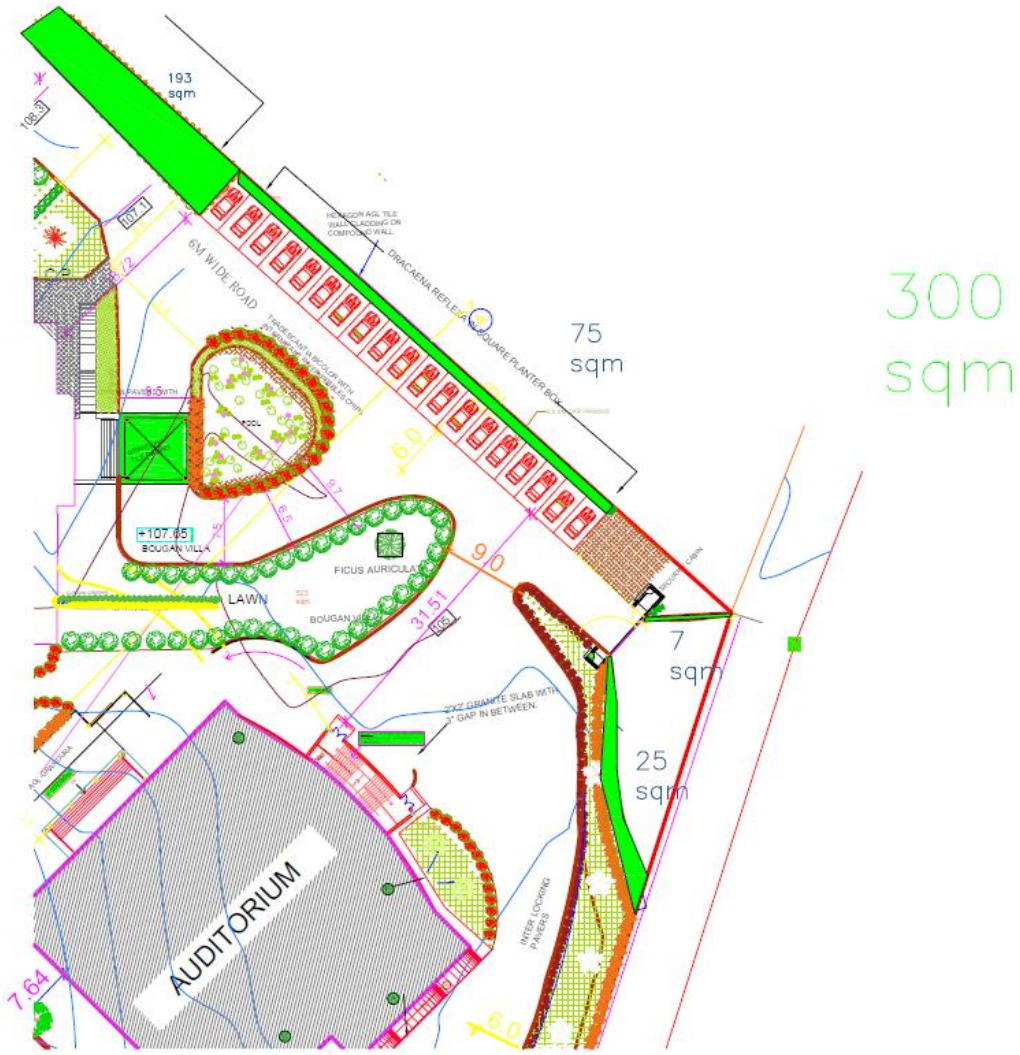
Bageshri

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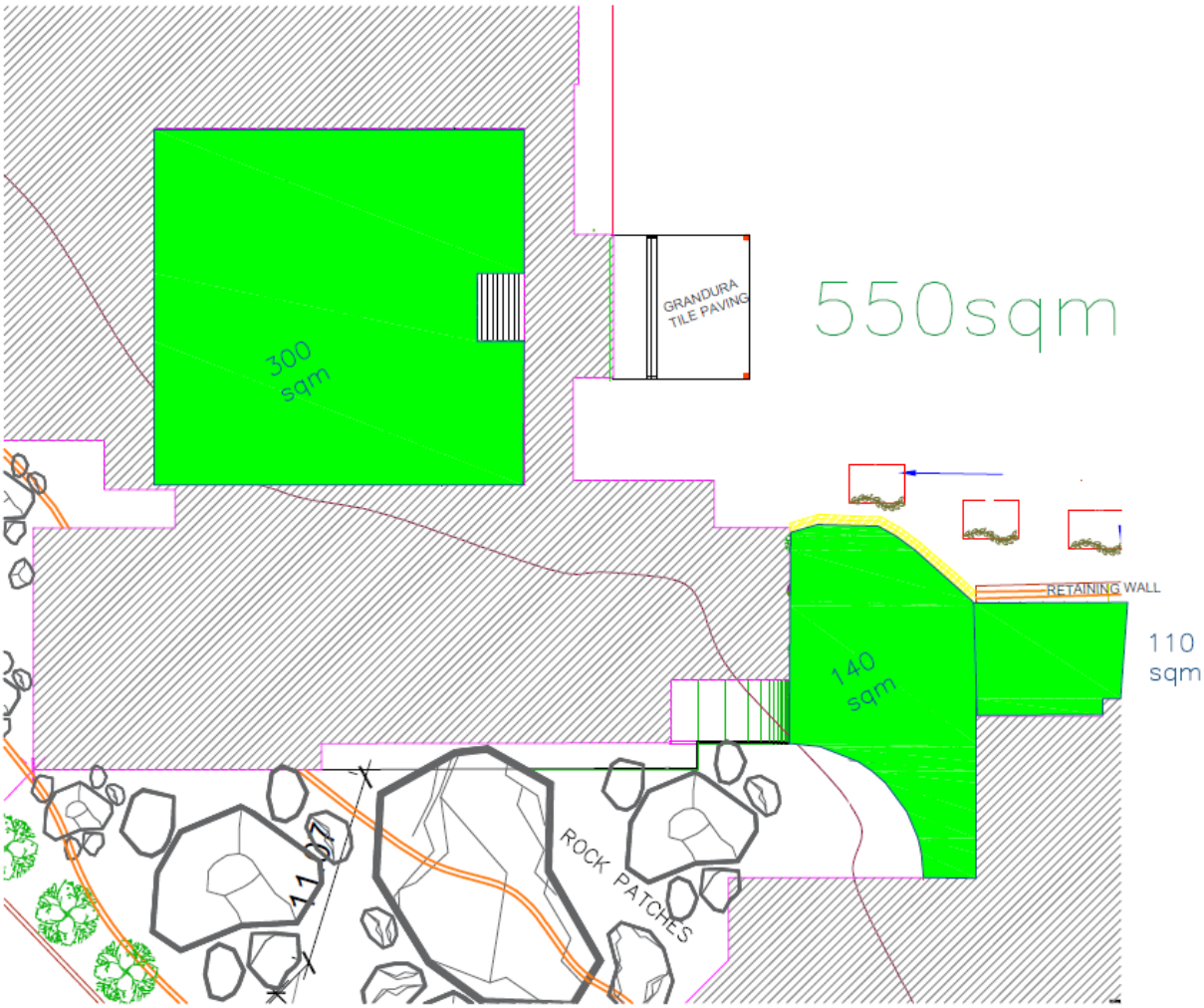
Samgatha

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Main Entry

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Manogatha

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